



Green Mountain Care Board  
144 State Street [phone] 802-828-2177  
Montpelier VT 05609-3001  
<http://gmcboard.vermont.gov>

**SEALED BID  
REQUEST FOR PROPOSAL**

**FOR**

**Actuarial Services for Review of Major Medical Insurance,  
Accountable Care Organizations, and Hospital Budgets**

**Expected RFP Schedule Summary:**

<b>ISSUE DATE</b>	<b>June 07, 2021</b>
<b>QUESTIONS DUE</b>	<b>June 21, 2021 at 4:30 PM (EDT)</b>
<b>WRITTEN RESPONSES TO QUESTIONS</b>	<b>July 02, 2021</b>
<b>RFP RESPONSES DUE BY</b>	<b>July 30, 2021 at 4:30 PM (EDT)</b>
<b>SELECTION NOTIFICATION</b>	<b>September 03, 2021</b>
<b>WORK START DATE:</b>	<b>January 01, 2022</b>

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

<http://gmcboard.vermont.gov/publications/rfps-contracts-grants>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:** Jessica Mendizabal, Director Data Management Analysis & Integration  
**TELEPHONE:** (802) 828-2177  
**E-MAIL (Preferred):** [jessica.mendizabal@vermont.gov](mailto:jessica.mendizabal@vermont.gov)

**USE SUBJECT LINE: ACTUARIAL SERVICES RFP**

## 1 OVERVIEW

**1.1 Scope and Background:** Through this Request for Proposal (RFP), the State of Vermont, Green Mountain Care Board (GMCB or State) is seeking to establish contracts with one or more companies that can provide actuarial services.

The GMCB is an independent five-member Board whose mission is to improve the health of Vermonters through a high-quality, accessible, affordable, and sustainable health care system. See 18 V.S.A. §§ 9372, 9374.

The GMCB is responsible for approving, modifying, or disapproving rate requests for comprehensive major medical health insurance plans. 8 V.S.A. § 4062; 18 V.S.A. § 9374(b)(6). The GMCB reviews health insurance rate filings to determine whether a proposed rate is “affordable, promotes quality care, promotes access to health care, protects insurer solvency, and is not unjust, unfair, inequitable, misleading, or contrary to the laws of this State” and is not “excessive, inadequate, or unfairly discriminatory.” 8 V.S.A. § 4062(a)(3). The GMCB also takes into consideration changes in health care delivery, changes in payment methods and amounts, and other issues in its discretion. 18 V.S.A. § 9375(b)(6); GMCB Rule 2.000, § 2.401.

The GMCB’s rate review website contains a general description of the current rate review process, as well as documents relating to pending and closed rate cases. The website can be accessed at: [https://ratereview.vermont.gov/view\\_filings](https://ratereview.vermont.gov/view_filings). The GMCB generally has 90 days from the date it receives a filing to issue a written decision approving, modifying, or disapproving the proposed rates. 8 V.S.A. § 4062(a)(2)(A). Within 60 days of receiving a filing, the GMCB must post an analysis and opinion of the filing prepared by its contracting actuary, as well as an analysis and opinion prepared by the Vermont Department of Financial Regulation regarding the impact of the proposed rate on the insurer’s solvency and reserves. 8 V.S.A. § 4062(d)(1). Within 30 days of posting these two documents, the GMCB must hold a public hearing on a filing, unless an exception applies. 8 V.S.A. § 4062(e)(1); GMCB Rule 2.000, § 2.309. In practice, the GMCB has typically held public hearings for individual and small group filings but not for large group filings.

Two insurance carriers currently offer individual and small group plans in Vermont. The GMCB’s review of rates for these plans begins in early-March, when filings are received, and runs through early-August, when decisions are issued. Rates for other plans are reviewed and approved throughout the year on a rolling basis. The number of filings reviewed by the GMCB may vary somewhat year to year. In 2020, the GMCB reviewed seven rate filings from three carriers, representing approximately \$634 million in health insurance premiums for approximately 87,272 Vermonters. In 2021, the GMCB expects to review nine filings from three carriers, due in part to the unmerging of the individual and small group markets for plan year 2022 in connection with expanded subsidies available to individuals under the American Rescue Plan Act.

The GMCB regulates other aspects of the healthcare system in Vermont as well. See 18 V.S.A. § 9375. For example, the GMCB stewards an all-payer claims database and hospital discharge dataset; reviews and establishes budgets for Vermont hospitals; certifies accountable care

organizations (ACOs) and reviews and approves ACO budgets; reviews certificate of need applications; reviews capitation rates developed by the Department of Vermont Health Access (DVHA), the State Medicaid Agency, as part of its Medicaid ACO program; and works with state and federal partners to implement the Vermont All-Payer Accountable Care Organization Model Agreement (APM Agreement), including the development a Vermont-specific Medicare ACO program. The GMCB seeks to integrate its work as much as possible and ensure that its regulatory processes inform one another where appropriate and align on key policy issues. More information regarding the GMCB and its work is available at <https://gmcboard.vermont.gov/>.

**1.2 Contract Period:** Contracts arising from this RFP will be for a period of two (2) years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be January 1, 2022.

**1.3 Single Point of Contact:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. **USE SUBJECT LINE: ACTUARIAL SERVICES.** RFP Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

**1.4 Bidders' Conference:** A bidders' conference will not be held.

**1.5 Question and Answer Period:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for questions indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. **USE SUBJECT LINE: ACTUARIAL SERVICES.** RFP Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://gmcboard.vermont.gov/publications/rfps-contracts-grants>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

**1.6 Changes to this RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://gmcboard.vermont.gov/publications/rfps-contracts-grants>. Verbal instructions or written instructions from any other source are not to be considered.

## **2 DETAILED REQUIREMENTS AND DESIRED OUTCOMES**

**2.1 Primary and Ongoing Responsibility.** Contractor will be required to support the GMCB's administration of an effective rate review program by conducting actuarial reviews of rate filings for individual, small group, and large group comprehensive major medical health insurance plans, including fully-insured association health plans. Prior experience conducting actuarial reviews for all these plan types is preferred.

Contractor will be required to conduct a thorough, effective, and timely review of data and documentation submitted by an insurer in support of its proposed rates. Contractor will be required to examine the reasonableness of the assumptions used by the insurer to develop its proposed rates; the validity of the data underlying the insurer's assumptions; the insurer's

data related to past projections and actual experience; and the reasonableness of any assumptions used by the insurer to estimate the rate impact of the Affordable Care Act's risk adjustment program.

Vermont currently has two carriers offering individual and small group plans and expected risk adjustment transfers are a significant factor in their rate development. Prior experience performing risk adjustment transfer calculations is preferred.

Contractor will be required to review each filing and prepare initial requests for additional information and/or interrogatories within two weeks for 90% of filings and three weeks for 100% of filings, depending on their size and complexity. Contractor will be required to keep the Board informed regarding the status of all filings.

Within 60 days of the date a filing is received by the GMCB, Contractor will be required to deliver a written actuarial report describing the review it conducted and setting forth its findings, opinions, and recommendations. Contractor may also be required to provide summaries of issues raised by a filing and identify possible resolutions, as well as provide verbal or written explanations of reasons underlying critical comments. Contractor will be required to testify regarding its analyses, findings, and opinions at public hearings and to answer questions under oath from interested parties. Travel to Vermont may be required. Prior experience testifying in adversarial proceedings is preferred.

Contractor will also be required to calculate how changes to factors and assumptions in a filing are expected to impact the filing's proposed rates.

**2.2 Annual Responsibility.** Contractor will be required to conduct a thorough, effective, and timely "review [of] any all-inclusive population-based payment arrangement between the Department of Vermont Health Access and an accountable care organization for the following calendar year" (known as the "Medicaid rate case"). 18 V.S.A. § 9573. Contractor's review must include "the number of attributed lives, eligibility groups, covered services, elements of the per member, per month payment, and any other nonclaims payments." *Id.*

Contractor will be required to examine the reasonableness of assumptions used by DVHA and its actuaries to develop rates (or rate ranges) for Medicaid populations. Prior experience developing or reviewing rates for Medicaid populations is preferred.

Contractor will be required to explain its review and communicate its findings and opinions through a written report. Contractor may also be required to provide summaries of issues raised during the review and identify possible resolutions, as well as provide verbal or written explanations of reasons underlying critical comments. Testifying in hearings is not required.

The Medicaid rate case must be completed before the end of each calendar year. 18 V.S.A. § 9573(a). Information necessary to conduct the review is often not available from DVHA or its contracted actuaries until shortly before the end of the year. Thus, quick turnaround times during the holiday season are often required.

**2.3 As Needed.** Contractor may be required to assist the GMCB with its review of ACO budgets, including analysis of trends, projections, and solvency and reserves; advise the GMCB regarding development of benchmarks or total cost of care targets for the Vermont-specific Medicare ACO initiative offered under the APM Agreement; advise the GMCB regarding annual hospital budget submissions and hospital budget growth in the context of the APM Agreement; and advise the GMCB on ways to enhance the coordination and integration of the GMCB's various functions, including ACO budget review, hospital budget review, and health insurance rate review.

Contractor may be required to prepare analyses and summaries of varying complexity (e.g., an analysis of how an insurer's administrative costs have changed over time and how they compare to administrative costs of insurers in other markets, or a graphical breakdown of a rate increase into its component parts).

Contractor may be required to support State efforts in healthcare reform policy and analysis, including attending State meetings and legislative hearings in Montpelier, Vermont; examining costs and other impacts of legislation, proposed legislation, or potential legislation; and assisting the GMCB to refine regulatory standards used for health insurance rate review and ACO and hospital budget review.

#### **2.4 Other Business Needs**

Contractor will explain and present its analyses, findings, and opinions in ways that are understandable to non-actuaries.

Contractor will respond to phone calls and emails from the Board within two days 100% of the time.

Contractor will be able to meet tight deadlines for analyses and will be available to assist the GMCB on short notice if needed.

### **3 GENERAL REQUIREMENTS**

**3.1 Pricing:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

**3.2 Retainage:** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold ten percent of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

**3.3 Statement of Rights:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right

to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

**3.3.1 Best and Final Offer (BAFO):** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

**3.3.2 Presentation:** An in-person or webinar presentation by some Bidders may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

**3.4 Worker Classification Compliance Requirements:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

**3.4.1 Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

**3.4.2 Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

**3.5 Executive Order 05-16: Climate Change Considerations in State Procurements:** For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

**3.6 Method of Award:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

**3.6.1 Minimum Qualifications.** Bidders must have at least three years of experience performing actuarial services in support of a regulatory agency’s review of major medical health insurance rates.

**3.6.2 Evaluation Criteria.** Proposals will be evaluated using the following criteria:

Criteria	Weight
Experience and Qualifications	45%
Understanding of Work	25%
Accessibility	15%
Price	15%

**3.7 Contract Negotiation:** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

**3.8 Cost of Preparation.** 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 presentations or demonstrations associated with this request and/or any proposals made.

**3.9 Contract Terms.** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C, which are attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.10 Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of

State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

**3.11 Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. 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.

**4 CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1 The bid should include a Cover Letter and Technical Response and Price Schedule.

**4.2 Cover Letter**

4.2.1 **Confidentiality.** To the extent a bid contains information the Bidder considers to be proprietary and confidential, the Bidder must comply with the following requirements concerning the contents of the cover letter and the submission of a redacted copy of the bid (or affected portions thereof).

4.2.2 All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If a response must include material that the Bidder considers to be proprietary and confidential under the Public Records Act, the cover letter must clearly identify each page or section of the response that the Bidder considers proprietary and confidential. The cover letter must also include a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the Bidder if the identified material were to be released. Additionally, the Bidder must include a redacted copy of the response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.2.3 **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments,



such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

**4.3 Technical Response.** In response to this RFP, a Bidder shall:

- 4.3.1 Provide details concerning its form of business organization, primary business location, company size and resources, and ownership structure.
- 4.3.2 Describe its ability to perform the Work outlined in this RFP and its relevant experience.
- 4.3.3 Identify the individuals who would perform and oversee the Work - including at least one Lead Actuary who is designated as a Fellow, Society of Actuaries (FSA) and a Member in good standing of the American Academy of Actuaries (M.A.A.A.) - and describe the experience, education, training, certifications, and other qualifications of the identified individuals.
- 4.3.4 Describe the proposed team structure for the individuals that would perform and oversee the Work.
- 4.3.5 Describe the internal controls (e.g., processes, policies, or procedures) that will be used to ensure that the Work is performed in a timely and quality manner.
- 4.3.6 Identify all current or past State projects.
- 4.3.7 Identify the names of all subcontractors it intends to use and the portions of the work the subcontractors will perform and address the background and experience of the subcontractor(s) as per Section 4.3.3 above.
- 4.3.8 Disclose any discipline or censure by any regulatory body and describe the principal facts and outcomes, if applicable.
- 4.3.9 Disclose any litigation or other legal proceedings within the last five (5) years and, if applicable, provide an explanation and current status or disposition.
- 4.3.10 Disclose any relationships with insurance industry entities and identify any conflicts or potential conflicts of interest.
- 4.3.11 Describe the Bidder's approach to dealing with any conflicts or potential conflicts of interest that it has identified as per Section 4.3.10 above.

**4.4 References:** Provide the names, addresses, and phone numbers of at least three references with whom the Bidder has transacted similar business in the last three (3) years with strong preference for regulatory agency references. The Bidder must include contact names who can talk knowledgeably about performance.

- 4.5 **Reporting Requirements:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements and Desired Outcomes specified in this RFP, including actuarial reports and other relevant work products.
- 4.6 **Price Schedule:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.
- 4.7 **Certificate of Compliance:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

## 5 SUBMISSION INSTRUCTIONS

- 5.1 **Closing Date:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

- 5.1.1 The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
- 5.1.2 There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

### 5.2 Bid Delivery Instructions

- 5.2.1 ELECTRONIC: Electronic bids will be required as the only acceptable method of delivering bids.
  - 5.2.1.1 E-MAIL BIDS. Bids will be accepted via email submission to [jessica.mendizabal@vermont.gov](mailto:jessica.mendizabal@vermont.gov) **USE SUBJECT LINE: ACTUARIAL SERVICES RFP**. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
  - 5.2.1.2 FAX BIDS: Faxed bids will not be accepted.
- 5.2.2 U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY: U.S. Mail or Express Delivery or Hand Delivery of bids will not be accepted.

**6 BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ Reporting Requirements
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

**7 ATTACHMENTS**

- 7.1 Certificate of Compliance
- 7.2 Price Schedule
- 7.3 Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.4 Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).
- 7.5 Organizational Conflict of Interest (OCOI) Attachment E (Attachment D intentionally omitted)

**CERTIFICATE OF COMPLIANCE**

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
  
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
  
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

<b>Summary of Detailed Information</b>	<b>Date of Notification</b>	<b>Outcome</b>

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

**D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
- Other internationally recognized building certification:

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2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

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3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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4. Please list any additional practices that promote clean energy and take action to address climate change:

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**E. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

**PRICE SCHEDULE**

**A. Hourly Labor Rates:**

Service Category/Title of Positions	Hourly Rate
	1/1/2022- 12/31/2023
Senior Actuary (FSA-MAAA Designations)	\$
Actuary (ASA, MAAA Designations)	\$
Actuarial Analysts (BS, MS degrees)	\$
Other (specify)	\$
Other (specify)	\$
	\$
	\$
	\$

**B. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:**

Optional Year 2 Increase: Not to Exceed \_\_\_\_\_%

Optional Year 3 Increase: Not to Exceed \_\_\_\_\_%

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_



**RFP/PROJECT:**

**DATE:**

**SUBCONTRACTOR REPORTING FORM**

**This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.**

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

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

Subcontractor	Insured By		Subcontractor’s Sub	Insured By

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting  
109 State Street  
Montpelier, VT 05609-3001

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, \_\_\_\_\_ (hereinafter called "State"), and \_\_\_\_\_, with a principal place of business in \_\_\_\_\_, (hereinafter called "Contractor"). Contractor's form of business organization is \_\_\_\_\_. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of \_\_\_\_\_. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$\_\_\_\_\_.00.

4. **Contract Term.** The period of Contractor's performance shall begin on \_\_\_\_\_, 20\_\_ and end on \_\_\_\_\_, 20\_\_.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of \_\_\_\_\_ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

Attachment D – Intentionally Omitted

Attachment E – Organizational Conflicts of Interest (OCOI)

Additional attachments may be lettered as necessary

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

- (1) Standard Contract
- (2) Attachment D (intentionally omitted)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment E (Organizational Conflicts of Interest (OCOI))
- (5) Attachment A
- (6) Attachment B
- List other attachments, if any, in order of precedence

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A – SAMPLE STATEMENT OF WORK

The Contractor will perform health insurance and reform actuarial analysis for the Board as requested. The nature of the work may include satisfactory performances of one or more of the following:

- 1.1. Provide actuarial review of group and individual major medical health rate filings, including:
  - 1.1.1. The preparation of written reports, analyses, and opinions commenting upon the actuarial methods and rate changes requested by the insurer's filing.
  - 1.1.2. Verbal or written explanations of reasons behind any critical comments.
  - 1.1.3. Summaries of issues raised by the filing and possible resolutions.
- 1.2. Actuarial review and initial requests for additional information and/or interrogatories shall be completed within (two) weeks for 90% of the filings and (three) weeks for 100% of the filings, depending on their size and complexity. The Contractor will keep the Board informed regarding the status of all filings submitted for review.
- 1.3. Assist the Board with targeted examinations to validate or change assumptions used by carriers in rate filings.
- 1.4. Assist the Board with the development of standards to be used for carrier rate filings.
- 1.5. Attend public Board meetings and meetings with members of the Board and staff in Montpelier as requested.
- 1.6. Attend and testify at public or legislative hearings as requested.
- 1.7. Provide actuarial review and analysis in support of Vermont's implementation of an all-payer model (APM), including annual review of accountable care organization (ACO) budget submissions, with analysis of trends, projections, and solvency; incorporating data from and collaborating with State's analytics vendors; advise State regarding annual hospital budget submissions and hospital budget growth rates in context of APM; assist with coordinating and unifying review of ACO budgets, hospital budgets and insurance rates; annual review of State's advisory Medicaid ACO rates and annual assessment of Medicare ACO growth trends; attendance and testimony at public hearings
- 1.8. Assist the Board in analyzing and drafting legislation, regulations, bulletins, and other written policies or procedures.
- 1.9. Examine the cost effect of legislation, proposed legislation, or potential legislation on Vermont's health insurance market.
- 1.10. Assist the Board in health care reform analysis and implementation.
- 1.11. Assist the Board with the integration of historical rate information with current reporting

information, including but not limited to All-Payer Claims Database, in order to better understand rate and market trends over time

- 1.12. Respond to phone calls and emails from the Board within 2 days 100% of the time.
- 1.13. Perform other work as requested by the Board.
2. KEY PROJECT STAFF (parts of language from the Onpoint RFP – we can use none or some of this)
  - 2.1. Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform and Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services. Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements. All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract
  - 2.2. All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State. The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels. Contractor shall assign the following Contractor staff (“Key Project Staff”), to meet the Requirements of this Contract: Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing.
  - 2.3. Contractor shall not change the project assignment of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ for the period of \_\_\_\_\_. Contractor shall not change other members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State’s approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge. Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason,

through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

**ATTACHMENT B – PAYMENT PROVISIONS**

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. In its discretion, the State may withhold ten percent of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: Jean Stetter, Administrative Services Director, Green Mountain Care Board, 144 State Street, Montpelier, VT 05620
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: monthly
7. The maximum amount payable under this contract for service and expenses shall not exceed \$\_\_\_\_\_. The Board does not guarantee the assignment of any minimum number of hours or other work under this contract. The hourly rates for assigned staff are as follows:

<b>Staff Member Category</b>	<b>Hourly Rate</b>
	<b>1/1/2022-12/31/2023</b>
Senior Actuary (FSA, MAAA Designations)	\$
Actuary (ASA, MAAA Designations)	\$
Actuarial Analysts (BS,MS degrees)	\$



Other (specify)	\$
Other (specify)	\$

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

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement. The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or

omission of the Party or an agent of the Party in connection with the performance of this Agreement. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

  - \$1,000,000 Each Occurrence

  - \$2,000,000 General Aggregate

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

  - \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise

explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



**ATTACHMENT D (Intentionally Omitted)**

## ATTACHMENT E - ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)

**Definition:** Organizational conflict of interest means that because of other activities or relationships with other persons or entities, a contractor *as a business entity*:

1. Is unable or potentially unable to render impartial assistance or advice to the State; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work (Example: A firm has a contract to inspect work by firms that are its business affiliates); or
3. Has an unfair competitive advantage. (Example: a firm participates in systems engineering and technical direction; preparing specifications or work statements; participates in development and design work; and/or gains access to the information of other companies in performing advisory and assistance services for the government drafting a scope of work for a project, then bids on the project itself.)

### Screening:

1. The Contractor will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the scope of work of this contract.
2. The Contractor shall require from its subcontractors screening for actual, apparent or potential organizational conflicts of interest.

### Disclosure:

1. The contractor shall make an immediate and full disclosure, in writing, to the Vermont Deputy Secretary of Administration of any potential or actual OCOI or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage for itself or any subcontractor.
2. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

### Remedies:

1. In the event the State determines that an OCOI exists, the State will discuss the matter with the contractor to determine whether the OCOI can be mitigated to the State's satisfaction.
2. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract for default, or pursue such other remedies as may be permitted by law or this contract.
3. If a contractor fails to disclose facts pertaining to the existence of a potential or actual OCOI or misrepresents relevant information to the State, the State may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.