

September 27, 2021

Notice of Funding Opportunity (NOFO): Vermont Clean Transportation Incentive Program Administration

The Policy, Planning and Intermodal Development Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking proposals for the Vermont Clean Transportation Incentive Program Administration. Replacing fossil fuels in the transportation sector with renewably produced electricity is an essential means of meeting the State's renewable energy and greenhouse gas (GHG) reduction requirements. The State of Vermont is working on several fronts to accelerate plug-in electric vehicle (PEV) adoption, encourage cleaner modes of transportation, and advance transportation equity. The Vermont Clean Transportation Incentive Program Administration is a competitive grant that is directed at providing funding for administration of the Incentive Program for new plug-in electric vehicle (PEV), Replace Your Ride (RYR) and Electric Bicycle Incentives (E-Bike).

This NOFO will result in a single award.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW) dated September 20, 2021
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment D: Information Technology System Implementation Terms and Conditions (Rev. 3/08/19)
- Attachment E: State's Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- Attachment F: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E

all of which are attached hereto, in addition to all applicable local, state and federal regulations.

All questions related to this NOFO shall be forwarded to **Tricia Scribner, Administrative Services Manager I, in writing**, by e-mail at tricia.scribner@vermont.gov. All such questions and requests shall be received **no later than 2:00 p.m. on Monday, October 11, 2021**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this NOFO is prohibited and may result in the rejection of your proposal.***

Addendum(s) / Modifications. In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this NOFO, including VTrans' responses to questions and requests for clarification, such addendum(s)/modification(s) shall be posted to the VTrans Contract Administration website.

IT IS THE PROPOSER'S RESPONSIBILITY TO OBTAIN ANY NOFO MODIFICATIONS ISSUED.

They will be posted on the VTrans Contract Administration website at:

<https://vtrans.vermont.gov/contract-admin/bids-requests/services>

Reservation of Rights. All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the Proposer. Unselected proposals shall be securely disposed of at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this NOFO in part or in its entirety if it is in the best interest of VTrans. This solicitation of proposals in no way obligates VTrans to award a State of Vermont Standard Grant Agreement.

Exceptions to Terms and Conditions. The proposer must state in the business proposal any exceptions taken to the terms and conditions in this NOFO. For each exception the proposer shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive. Failure to note exceptions when responding to the NOFO will be deemed to be acceptance of the State agreement terms and conditions. If exceptions are not noted in the response to this NOFO but raised during grant negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

Single Award Anticipated: VTrans intends to select one (1) Grantee to perform these services under a State of Vermont Standard Grant Agreement. The anticipated award period is November 29, 2021, to January 30, 2023. This award period may be extended contingent upon funding and authorization and approval by the State of Vermont.

Total Award Amount. The total award amount will be determined at the time of award of a State of Vermont Standard Grant Agreement and does not guarantee payment of any or all the total award amount. Payment will be for administrative services, completed deliverables and incentive payments on a reimbursement basis. Funding may increase or decrease and is contingent upon authorization and approval by the State of Vermont.

Cost Sharing or Matching. Cost sharing or matching is not required for this funding opportunity.

Confidentiality. All Proposals received will become part of the file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the proposal documents include material that is considered by the proposer to be proprietary and confidential under 1 V.S.A. § 315 et seq., the proposer shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The proposer shall also provide in their cover letter 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 proposer if the identified material were to be released. **Additionally, the proposer must include a redacted copy of its 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 can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

Proposal Instructions – General

The quality of proposals and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the proposer could be expected to conduct business and will be given due consideration throughout the evaluation process.

Failure to provide all required information, or indications that the proposer did not conform to all terms as set forth in the NOFO and attachments may make the offer non-responsive and may result in the elimination of the proposer from further consideration for award.

Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted and will be securely disposed of.

Required Electronic Submittal Information:

Proposals will be received electronically via an FTP site. In order to upload your proposal, you must obtain a user account. This account will be provided when Contract Administration receives your request via e-mail. Please submit your request for a user account by e-mailing the single point of contact listed above. Your subject should state “**FTP Account Proposal Submit Request for Vermont Clean Transportation Incentive Program Administration**”. You will then receive guidance on uploading your proposal and a user account will be provided by separate e-mail(s). Please submit your request as soon as possible and no later than four (4) business days before the NOFO due date to ensure there is ample time to set up the user account(s).

When submitting your proposal(s) please use the following naming convention:

ProposalType_CompanyName_NOFO Title

- **TechnicalProposal_ABCConsulting_VermontCleanTransportationIncentiveProgramAdministration**
- **CostProposal_ABCConsulting_VermontCleanTransportationIncentiveProgramAdministration**

Submit your proposal ***prior to 2:00 P.M.***, on **Monday, October 25, 2021**.

Technical Proposal Format and Content

The proposal shall not exceed forty (40) single sided or twenty (20) double sided pages. All pages that count toward the page limit shall be numbered consecutively. The pages shall be formatted as 8½” x 11” sheets. Font shall be size 12.

The forty (40) pages shall include information as required below:

Proposal Substantive Content

In tabbed and labeled sections, please provide the following elements:

- A. **Cover Letter**. All proposer’s or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the proposer that it is willing and able to perform the services described in the NOFO and their proposal response. **This section counts toward the page limit.**

- B. Technical Capability/Approach.** In this section the proposer must explain the proposer's understanding of VTrans' intent, objectives, and how the proposer proposes to achieve those objectives. The proposer must discuss the proposer's experience, capabilities, and plan for providing the described services, including any proposed approach to project management, strategies, tools, and safeguards for ensuring performance of all required services, and any additional factors for VTrans' consideration. **This section counts toward the page limit.**
- C. Business and Management Structure.** Provide a description of the organization's size, background, and structure, and a list by name and title of management personnel. Indicate which management personnel will be responsible for the delivery of services under the agreement and a description of how the organization's resources will be applied. This section should provide clear information as to the lines of communication and how the Business ensures Quality Control & Quality Assurance. Include information as to how Local, Regional and National Offices will coordinate to provide successful services. **This section counts toward the page limit.**
- D. Organizational Chart.** Provide a one-page organizational chart of the Proposer's team that notes the name and title of key individuals that are proposed to manage or perform tasks. This chart shall clearly indicate the lines of communication for problem resolution. The use of an 11x17 page is permitted, however ensure that the document has been scanned or saved appropriately so all information is included. You may utilize a separate text box to contain the phone number and e-mail of each person listed on the chart, but the text box must be located on the same page as the organizational chart. In the case of international or national firms, please provide an organizational chart of the local office that will be responsible for the delivery of services under the agreement. **This section DOES NOT count toward the page limit.**
- E. Key Personnel.** Identify the name and title of all personnel who will be assigned to provide professional services under this agreement. Indicate any certifications or special licensing the individual holds that is pertinent. Include up to two-page resumes for each individual. **This section DOES NOT count toward the page limit.**

NOTE: The key personnel identified in the proposal are considered by VTrans to be essential to the work being performed under the agreement. Prior to diverting any of the specified individuals into other programs, the Grantee shall notify VTrans in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without VTrans' written consent.

F. Sub-Agreements.

A. Identify **all** sub-agreements proposed, and provide the following information:

- (1) Company name of each subgrantee or subcontractor, or individual name in the case of independent subcontractor
- (2) Names of each subgrantee or subcontractor principals and/or corporate officers
- (3) Resumes of each subgrantee or subcontractor key personnel who will be assigned to provide professional services under the agreement, including certifications or special licensing for each; and
- (4) The types of work to be performed by each subgrantee or subcontractor

This section DOES NOT count toward the page limit.

NOTE: Fully executed sub-agreements must be in place for each sub-agreement prior to the subgrantee or subcontractor performing any work under this agreement. Any changes to or the addition of new subgrantees or subcontractors are subject to the same notification and approval procedures applicable to key personnel described above. Grantee must request changes or additions in writing to the Program Manager. The request shall include justification for the change or addition, all required items such as resumes of the subgrantee or subcontractor, a description of their services, any certifications or special licensing the individual holds that is pertinent. All subgrantees or subcontractors that the proposer anticipates utilizing under the agreement should be included with the initial proposal. Changes to subgrantees or subcontractors and the addition of new subgrantees or subcontractors should be the exception and be on a limited basis.

- G. Past Performance.** Provide at least five (5) projects that detail past performance. The projects must be completed in the past five years or currently in process which are of similar size, scope, complexity, and agreement type or otherwise relevant to the work described in this NOFO.

Proposer shall use the provided Past Performance and Reference Form.

The contact person must be able to speak knowledgeably about the proposer's performance in both technical and business aspects. The contacts provided may be directly communicated with at VTrans discretion.

The proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.

VTrans reserves the right to discuss the Proposer's past performance with any VTrans employee who has had experience with the Proposer.

This section counts toward the page limit.

H. Price/Cost:

- Complete the attached Hourly Cost Classification Rate Estimates which will include fully calculated costs based on Direct Labor, Fringe Benefits and any other direct costs associated with these hourly costs. A description of how these costs were calculated should be included for verification purposes.
- One estimated cost rate per classification/employee.
- The submitted costs will be used to determine reasonableness and estimated costs for selection determination.

This section DOES NOT count toward the page limit.

Required Certifications/Documents *Section 1 DOES NOT count toward the page limit.*
Section 2 counts toward the page limit.

1. **Grantee and Subgrantee or Subcontractor Information Form** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
2. **Past Performance and Reference Form(s)**

Price/Cost

Actual price/cost will be utilized for invoicing and may require additional verifications. For subgrantees or subcontractors named in the proposal, include estimated hourly costs for all subgrantees or subcontractors’ personnel, for review and reasonableness. All subgrantees or subcontractors will be billed at cost.

VTrans will use the submitted estimated cost rates to evaluate cost reasonableness and realism in the award of the Agreement.

Example of a Classification Rate Table:

Classification	Total
Program Administrator – Direct Labor Rate	\$xx.00
Program Administrator – Fringe Benefits/Other Costs	\$ xx.00
TOTAL Hourly Cost Estimate	\$ xx.00
Administrative Assistance – Direct Labor Rate	\$xx.00
Administrative Assistance – Fringe Benefits/Other Costs	\$xx.00
TOTAL Hourly Cost Estimate	\$xx.00
Subgrantees or Subcontractors	
<i>ABC Company</i>	
Specify Expertise - Direct Labor Rate	\$xx.00
Specify Expertise – Fringe Benefits/Other Costs	\$ xx.00
TOTAL Hourly Cost Estimate	\$xx.00

*** This is only an example.*

Evaluation of Proposals

VTrans will award an agreement in the best interest of the Sate. The selection will be a Best Value selection.

The selection panel is comprised of VTrans employees from varying Departments and Bureaus and in some cases external Stakeholders. The panel members may or may not be familiar with your company. With that in mind, it is important to provide detailed information regarding the evaluation criteria listed below.

The selection panel will evaluate proposals based upon the following factors and related sub-factors, which are of equal weight, unless noted otherwise.

- 1. Technical Capability/Approach (This section will be evaluated and rated at thrice (3x) the weight of the other sections)**

The proposal clearly indicates how the proposer will deliver timely, high-quality, compliant, and cost-effective services to meet VTrans’ needs. Specifically, the proposal addresses the following points:

- **Program Design and Implementation:** Describe how the bidder would go about transitioning the current Incentive Program for New PEVs from Drive Electric Vermont to a new platform, as well as the design and implementation of two new programs—the Replace Your Ride and Electric Bike Incentive Programs.
 - a. Describe the bidder’s experience with designing and implementing similar incentive programs. Describe the bidder’s relevant outreach experience, particularly in advance of program launches. What materials would the bidder recommend developing to educate the necessary parties about such programs, and in the case of the Incentive Program for New PEVs, how the bidder would adapt existing materials for continued and improved administration of the program?
 - b. Describe the applicant website and application portal structure and experience providing for similar programs.
 - c. Describe how and by what time the bidder would assume responsibility for the PEV Incentive administration, and what steps would be taken to ensure a smooth transition with minimal to no interruption to the program.
 - d. Describe how and by what time the bidder would design and launch the Replace Your Ride and Electric Bicycle Incentive Programs.
 - e. Recommend alternative schedules to payment on a monthly basis (such as on a deliverable or progress toward deliverable basis) in order to ensure expected timelines can be met.

- **Application Processing and Verification:** Describe how the bidder would establish a system for receiving, evaluating, processing, and verifying applications to the incentive programs.
 - a. What documentation would the bidder recommend collecting to approve and verify incentive applications?
 - b. How would the bidder recommend going about this collection?
 - c. How would the bidder collect and store the confidential personal information securely, and how would it transmit the necessary anonymized data to VTrans?

- **Education and Outreach:** Describe how the bidder would raise awareness the incentive programs among key audiences.
 - a. What kind of materials would the bidder recommend producing to educate car buyers, car dealers, auto manufacturers and other key stakeholders about the incentive programs?
 - b. What traditional and/or social media channels would the bidder use to raise program awareness among appropriate audiences?

- **Program Reporting:** Describe how the bidder would collect, process and report information about program performance and efficacy to both inform program participants and future VTrans’ program revisions.
 - a. How would the bidder recommend gathering information from program participants about their purchasing decisions (EVs, bikes, e-bikes, electric motorcycles, shared mobility services, etc)?
 - b. What kind of questions would the bidder recommend asking to both collect information to inform future program design and ensure a meaningful level of participation through simplicity?
 - c. How would the bidder analyze and distribute the results of such surveys?
 - d. How would the bidder present overall program data?
 - e. How would the bidder analyze program metrics to help inform future program revisions or guide future investments across the programs?

- **Risk Mitigation:** The bidder should set forth a summary of all risks that the bidder anticipates during the term of the agreement. For each risk identified, the bidder should provide a mitigation strategy.

- **Additional Activities Not Discussed:** Discuss additional activities that the bidder recommends be undertaken to enhance program performance, reduce administrative and overhead costs, and help to achieve emissions reduction targets set forth by the State of Vermont’s [Global Warming Solutions Act of 2021](#).

2. Business and Management Structure

- The proposal clearly demonstrates a sound organizational structure and management approach which indicate positive business ethics, clear lines of communication between the proposer's team and VTrans, active and continuing participation of senior executives, a focus on quality assurance and partnering.
- The proposal clearly demonstrates that the proposer has the resources and managerial capability to provide the required services in a timely, cost-effective manner.

3. Key Personnel (This section will be evaluated and rated at twice (2x) the weight of the other sections)

- Proposer's proposed key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner.
- Demonstrates commitment of key personnel to tasks/assignments.

4. Past Performance (This section will be evaluated and rated at thrice (3x) the weight of the other sections)

The past performance evaluation will examine how the proposer's past and present performance indicates the likelihood of successful completion of work under this agreement. In conducting the past performance assessment VTrans may use data obtained by references provided and any other source.

5. Price/Cost

- Include a schedule that shows duration of major tasks, meetings, and product delivery dates. The proposed schedule should assume a November 29, 2021, award start date. VTrans expects that the proposer would work with Drive Electric Vermont (DEV) to quickly transition the existing Incentive Program for New PEV's and fully assume responsibility for the program by early January 2022. To make incentive funding available to Vermont residents through the Replace Your Ride (RYR) and Electric Bicycle (E-Bike) Incentive Programs and to achieve the resultant carbon reductions as soon as reasonably possible, it is also expected that proposer will have formulated and finalized plans by early January 2022 to launch the programs before Spring 2022. Provide an outline of the proposed work schedule, how the proposer intends to meet the expected timeframes or what challenges the proposer foresees in meeting the expected timelines.
- Provide Hourly Cost Classification Rate Estimates for the project broken out per task as defined in the scope of work (SOW). Include a summary of Direct Labor, Fringe Benefits and any other direct costs associated with these hourly costs for the Grantee and any anticipated Subgrantee or Subcontractor. The estimate shall assume that all incentive funds are distributed before June 30, 2022, unless otherwise authorized by the Vermont legislature. It is anticipated that the incentives programs will continue beyond the State Fiscal Year 2022 (June 30, 2022), but additional time and funding are not guaranteed.
- Prices/costs provided will be evaluated and rated for reasonableness, realism and competitiveness. Prices/costs will become increasingly more important and carry additional weight as the non-price evaluation factors approach equality.

6. Executive Order 05-16: Climate Change Considerations in State Procurements.

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. Bidders must complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this NOFO.

7. Vermont Preference.

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.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the proposer's proposal. Assigned ratings represent the consensus developed by the selection committee. Each criterion described above will be scored according to the following chart.

The maximum possible evaluation score is $12+4+8+12+4=40$

Single Max Weight	Twice Max Weight	Thrice Max Weight	Overall Rating	Description
4	8	12	Exceptional	Indicates a proposal containing significant strengths with few to no weaknesses
3	6	9	Very Good	Indicates a proposal containing a number of strengths but also some weaknesses
2	4	6	Acceptable	Indicates a proposal containing some strengths but also some significant weaknesses
1	2	3	Unacceptable	Indicates a proposal that contains significant weaknesses that outweigh any strengths

The Grantee awarded an agreement shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if applicable and if not already registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at www.vtsosonline.com/online. VTrans will not process the agreement until the Grantee is registered with the Secretary of State's office.

The Grantee shall submit to VTrans a certificate of insurance showing the coverages in Attachment D Information Technology System Implementation Terms and Conditions (Rev. 3/08/19). ***No work may be performed for any VTrans agreement, without compliant insurance being on file at AOT Contract Administration.*** It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State through the term of the agreement.

Worker's Compensation: With respect to all operations performed, the Grantee shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

NOTE: In the case of out-of-state Proposers, the proposer's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

The Grantee shall sign the agreement documents and return them to the Agency's Office of Contract Administration within fifteen (15) calendar days from the date of receipt. No agreement shall be considered effective until it has been fully signed by all the parties.

It is a condition of proposing under this NOFO that, by submitting a proposal, the proposer accepts and agrees unconditionally that if the proposer in any way contacts, or attempts to contact, a member of the selection panel involved in the selection process for this NOFO, either during or following the NOFO process, with the aim of communicating about the selection process or outcome, then that proposer will be completely barred from receiving or performing such work of the type covered under the NOFO for a period of 365 days from the date of that proposer's attempted contact with the selection panel member. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the NOFO.

Enclosures:

- Attachment A: Scope of Work (SOW) dated September 20, 2021
- Attachment B: Payment Provisions and Invoice Template
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment D: Information Technology System Implementation Terms and Conditions (Rev. 3/08/19)
- Attachment E: State's Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- Attachment F: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance
- Attachment G: Past Performance and Reference Forms
- Attachment H: Grantee and Subgrantee(s) or Subcontractor(s) Information Form
- Attachment I: Executive Order 05-16: Climate Change Considerations in State Procurement Certification

ATTACHMENT A SCOPE OF WORK

State of Vermont Clean Transportation Incentive Program Administration

Background and Objectives

Replacing fossil fuels in the transportation sector with renewably produced electricity is an essential means of meeting the State's renewable energy and greenhouse gas (GHG) reduction requirements. The State of Vermont and partners are working on several fronts to accelerate plug-in electric vehicle (PEV) adoption, encourage cleaner modes of transportation, and advance transportation equity.

This scope of work includes activities associated with three clean transportation incentive programs authorized by the 2021 Vermont Transportation Bill (Act 55¹):

1. Incentive Program for New PEV's (New PEV) - Act 55 § 17 authorized up to three million dollars (\$3,000,000) to continue this program, with up to 10% of this total available to cover administrative costs.
2. Replace Your Ride (RYR) - Act 55 § 27 authorized up to one million and five-hundred thousand dollars (\$1,500,000.00) to establish a new income-qualified program to scrap 10+ year old vehicles and replace them with a cleaner transportation option (PEV, electric bike, shared mobility). Up to three hundred thousand dollars (\$300,000.00) of these funds (less any funds used to support administration expenses of the Electric Bicycle Incentives) are available to support administration expenses.
3. Electric Bicycle Incentives (E-Bike) - Act 55 § 28 authorized up to fifty thousand dollars (\$50,000.00) to establish a new electric bicycle incentive program offering incentives of two hundred dollars (\$200.00) each for income eligible buyers. The detailed scope of work included below covers specific tasks and requirements based on VTrans' current program implementation plans. The successful Grantee will work closely with VTrans staff and additional stakeholders to further refine, develop, and implement these programs.

Incentive Program for New Plug-in Electric Vehicles (New PEV)

- A. Overview. This incentive program launched originally in December 2019 as a partnership between the State of Vermont, Vermont's electric distribution utilities (DU's), and Drive Electric Vermont (DEV), which is coordinated by Vermont Energy Investment Corporation d/b/a VEIC (VEIC). This program offers incentives for purchase and lease of new all-electric and plug-in hybrid vehicles according to the income eligibility requirements in the table below. Incentives are available at participating dealerships or

¹ Act 55 text is available at <https://legislature.vermont.gov/bill/status/2022/H.433>

directly to consumers. Further information on the current implementation of this program is included on the Drive Electric Vermont [website](#) and the [program guidelines](#). Approximately one million eight-hundred dollars (\$1,800,000.00) remains available for New PEV incentives as of September 21, 2021.

Table 1. Incentive Amounts by Tax Filing Status, Adjusted Gross Income, and Type of PEV

Tax Filing Status	Adjusted Gross Income (AGI) Limits	State Incentive Amount	
		Plug-in Hybrid Electric Vehicle (PHEV)	All-Electric Vehicle (AEV)
Individual filing as single or head of household	\$50,000 or less	\$3,000	\$4,000
	\$50,001 up to \$100,000	\$1,500	\$2,500
Married couple filing jointly	\$75,000 or less	\$3,000	\$4,000
	\$75,001 up to \$125,000	\$1,500	\$2,500
Married couple filing separately	\$50,000 or less	\$3,000	\$4,000
	\$50,001 up to \$100,000	\$1,500	\$2,500
Individual filing as qualifying widower	\$75,000 or less	\$3,000	\$4,000
	\$75,001 up to \$125,000	\$1,500	\$2,500

A. Tasks. The Grantee shall assume the responsibilities for New PEV currently being performed by Vermont’s electric distribution utilities through no-cost contracts with VTrans. The Grantee shall also assume the responsibilities for New PEV being performed by VEIC, through DEV. The Grantee shall provide all services related to the continued implementation of this program, including, but not limited to: administrative services; incentive application processing; issuance of incentives; development and administration of an online dealer application portal with a web based program statistics module; assistance to Vermont auto dealers and the public through program phone and email support; enforcement of incentive limits; and monthly and annual reports to VTrans regarding program statistics, funding, and recommendations for program improvement.

Specific tasks shall include:

1. **Program Design** – The Grantee will review the current New PEV implementation guidelines and recommend changes to:
 - a. Hand off incentive processing from the current DU/DEV administration.
 - b. Automate incentive processing.
 - c. Protect all consumer and dealer information.
 - d. Ensures incentive recipients meet income eligibility requirements through prequalification or post-purchase audits.

- e. Provide options for electronic payments to dealerships and/or incentive recipients.
- f. Track vehicle models meeting price eligibility requirements.
- g. Track program spending.
- h. Connect with underserved consumers, including offering translation services for incentive program application materials.
- i. Assist VTrans with written legislative reports and with legislative testimony on the program. Sunset the program in an orderly, fair and equitable manner if/when funding is depleted or as otherwise directed by VTrans.

Task 1 Deliverables

- Program design recommendations
 - Participation in State agency discussions on New PEV
 - Annual program evaluation report
2. **Program Implementation Guidelines** – The Grantee shall update the existing New PEV program guidelines to incorporate VTrans-approved program design changes not later than thirty (30) days after such approval. The guidelines must include a program overview or scoping document, incentive eligibility requirements as directed by VTrans, an overview of the incentive process, dealer obligations, eligible vehicle purchaser/lessee obligations, and program workflow. VTrans may require the Grantee to further update these program guidelines in response to future changes in law or as otherwise directed.

Task 2 Deliverables

- Updated program guidelines
3. **Incentive Processing Systems** - The Grantee shall develop or procure, and host, all necessary IT infrastructure and software for program administration and maintain system security by implementing commercially reasonable safeguards. Elements of this task include implementation of an incentive processing platform, a dealer application portal, a highly secure accounting and payment module, a public facing statistics module for the program's public information website and internal dashboard for program evaluation, and an online consumer survey for program evaluation to be made available to incentive applicants to collect information on demographics, travel behavior, rebate effectiveness and customer satisfaction.

Task 3 Deliverables

- Incentive processing platform
- Dealer incentive portal for sign-up and point-of-sale incentive processing
- Incentive statistics module for website embedding
- Consumer survey platform

4. **Program Implementation** - The Grantee shall be responsible for program development and implementation of the VTrans-approved program for the award period term. Implementation activities shall include processing of incentives through the program application tracking system, customer support, maintenance and security of the rebate processing platform, and ongoing recordkeeping and reporting as necessary.

Incentive Processing. After determining eligibility of incentive applications, the Grantee will be responsible for issuing incentives directly to consumers purchasing an eligible vehicle or to dealers selling the vehicle in the case of a point-of-sale incentive.

Customer Support. The Grantee will be responsible for providing customer and dealer support. This will be accomplished through a publicly available email address that will be made available as well as within the dealer portal and through a toll-free phone number which will be made available during business hours determined by VTrans and the Grantee.

Task 4 Deliverables

- Ongoing program implementation
- Customer support

5. **Education and Outreach** - The Grantee shall develop training materials for dealers and additional education materials as needed and directed by VTrans. The Grantee shall detail the types of outreaches planned and shall provide the outreach plan to VTrans for review and approval. Dealers must be provided with opportunities to understand the application and reimbursement process. The Grantee shall develop and conduct a training webinar to introduce dealers to the dealer application portal and incentive application process. The webinar must be in a format that can be recorded and made available on the program website. The materials must include information on how to access the dealer application portal and enter the information for an application, eligibility requirements, and process overview.

Task 3 Deliverables

- Training materials, webinar and recording for auto dealerships
- Printed, Web-based or Social Media Outreach, if requested by VTrans

6. **Program Reporting** – The Grantee shall be responsible for electronically submitting regular reports to VTrans.

Monthly Report. The Grantee shall submit a monthly report by the 15th of every month that summarizes the following for the month prior:

Program Information:

- Number of incentives issued since the last report and number of incentives issued overall by vehicle technology type (AEV or PHEV)

- Total dollar amount issued by vehicle technology type and incentive class
- Percent of incentives issued by vehicle technology type and incentive class
- Remaining funding available
- Number and percentage of incentives for leased and purchased vehicles
- Number of incentives by make/model
- Geographical distribution of incentives
- Number of incentive applications pending, received, approved, canceled, and completed

Individual Rebate Information (Excel Spreadsheet):

- Relevant vehicle information for each issued incentive (make, model, model year, EV type (all-electric or plug-in hybrid) and vehicle identification number)
- Purchase or lease price of the vehicle
- Amount of incentive
- Date of purchase
- Lease or purchase
- Consumer home city and zip code
- Amount of incentive
- Dealer name and address

Other Program Information:

- Number of program inquiries by consumers, dealers, or media by email or phone.
- Any problem(s) encountered in program administration and solution(s) implemented
- Summary of consumer survey results, upon request by VTrans

Annual Report. Not later than December 15 of every calendar year the contract remains active, the Grantee shall submit a draft annual report to VTrans, which the Agency may use in whole or in part in its own report to the legislature. The report shall include a summary of the incentive process, figures as outlined in the monthly report, a summary of the results of consumer surveys and influence of rebates on consumer purchases, and information on implementation challenges and/or recommended program improvements.

The report shall also contain Grantee recommendations related to optimizing incentive program activities to increase cost-effectiveness of greenhouse gas (GHG) reductions associated with the program and accelerate PEV market transformation to meet State GHG reduction requirements. This may include recommended changes to program eligibility, incentive amounts, and/or other changes to streamline administrative expenses and increase uptake.

If the program sunset is completed prior to December 15th, then a final report shall be provided to VTrans with the same content as the annual report requirement above, covering incentive disbursements and recommendations through the end of the program period.

Program Support. The Grantee shall provide VTrans with support as needed and requested, sufficient to enable VTrans to make programmatic decisions necessary to maintain program continuity. Such support may include but is not limited to availability of the Grantee at periodic meetings and other administrative forums that may require technical program expertise, answering questions, and assisting with general issues related to the program.

Task 6 Deliverables

- Monthly reports
- Annual reports
- Dashboard
- Ongoing program support

7. **Program Sunset Procedures** – The Grantee shall develop procedures to allow for program suspension or termination in the event funding is fully subscribed or as otherwise directed by VTrans. These procedures shall allow for an ordered and fair sunset of the program.

Task 7 Deliverables

- Program sunset plan including an outreach plan, proposed time frames and procedures to address consumer or dealer complaints.

I. Replace Your Ride (RZR) Program Administration

- A. **Overview.** This is a new program designed in legislation (Act 55 § 27) to support removing older, higher polluting vehicles and helping lower income Vermonter’s transition to a new clean transportation option. Participants will be required to meet income eligibility requirements for the higher “enhanced” incentives set forth by the New PEV program - OR- MileageSmart program eligibility as detailed in Act 55 § 20. As this is a new initiative directed toward underserved communities in Vermont, the Grantee shall engage with low-income stakeholders on program design and outreach activities to ensure equity issues are considered throughout the development and implementation of this program.
- B. **Tasks.** The Grantee shall provide all services related to the implementation of this program, including, but not limited to program design; stakeholder engagement; administrative services; incentive application processing; issuance of incentives; development and administration of an online application portal with a web based program statistics module; assistance to Vermont auto dealers, e-bike dealers and shared mobility providers and the public through program phone and email support; enforcement of incentive limits; and monthly and annual reports to VTrans regarding program statistics, funding, and recommendations for program improvement.

Specific tasks shall include:

1. **Program Design** – The Grantee will review the enabling legislation and materials prepared by the Vermont-based Energy Action Network’s (EAN) RYR action team² to facilitate program design and roll-out in consultation with a stakeholder group, including the Go! Vermont program manager. This will include a design that:
 - a. Takes into consideration lower income community-based organizations’ (CBO) feedback on program objectives and design, including considering the efficacy of providing stipends to stakeholders to support their participation in this process.
 - b. Examines similar programs in California and other states where community engagement has supported the implementation of equity-oriented clean transportation programs and incorporates relevant lessons learned into stakeholder engagement activities in Vermont.
 - c. Scraps participants turned-in vehicles in such a way that they cannot be repaired.
 - d. Creates a user-friendly mobility voucher system that flexibly allows payment for multiple options (e.g., bike sharing, carsharing, public transit, etc) and bundling of more than one eligible activity (e.g., e-bike incentive and shared mobility voucher).
 - e. Considers coordination with and promoting awareness of existing programs (e.g., utility incentives for PEV’s and e-bikes, Guaranteed Ride Home through Go! Vermont).
 - f. Cost effectively processes incentives.
 - g. Phases program roll-out to begin operations as rapidly as possible, beginning with replacing the scrapped vehicle with a new or used PEV and then moving to other options.
 - h. Defines eligible program activities for each phase of work, including what may constitute eligible shared mobility services and “necessary safety equipment³” for RYR eligible bicycle or motorcycle purchases.
 - i. Protects all consumer and dealer information.
 - j. Ensures incentive recipients meet income eligibility requirements through prequalification or post-purchase audits. Provides options for electronic payment methods.
 - k. Tracks program spending.
 - l. Sunsets the program in an orderly, fair, and equitable manner if/when funding is depleted or as otherwise directed by VTrans.

Task 1 Deliverables

- Program design recommendations
- Participation in State agency discussions on RYR
- Stakeholder engagement reporting

² EAN RYR Action team information is available at <https://www.eanvt.org/events-and-initiatives/replace-your-ride/>

³ Act 55 § 27 (c)(2)(B)(iii)(II) includes RYR eligibility for purchasing a new or used bicycle, electric bicycle, or motorcycle that is fully electric, and the *necessary safety equipment*

- Annual program evaluation report
2. **Program Implementation Guidelines** – The Grantee shall develop RYR program guidelines to incorporate VTrans-approved program design features not later than 30 days after such approval. The guidelines must include a program overview or scoping document, eligibility requirements as directed by VTrans, an overview of the process, retailer obligations, participant obligations, and program workflow.

Task 2 Deliverables

- RYR program implementation guidelines
3. **Incentive Processing Systems** - The Grantee shall develop or procure, and host, all necessary IT infrastructure and software for program administration and maintain system security by implementing commercially reasonable safeguards. Elements of this task shall include implementation of an incentive processing platform, a dealer application portal, a highly secure accounting and payment module, a public facing statistics module website and internal dashboard for program evaluation, and a consumer survey for program evaluation to collect information on participant demographics, travel behavior, rebate effectiveness and customer satisfaction.

Task 3 Deliverables

- Incentive processing platform
 - Retailer portal for sign-up and point-of-sale incentive processing
 - Incentive statistics website reporting and dashboard
 - Consumer survey platform
4. **Program Implementation** - The Grantee shall be responsible for program development and implementation of the VTrans-approved program throughout the award period. Implementation activities shall include processing of incentives through the program tracking system, customer support, maintenance and security of the rebate processing platform, and ongoing recordkeeping and reporting as necessary.

Incentive Processing. After determining eligibility of incentive applications, the Grantee shall be responsible for issuing incentives directly to eligible consumers or to retailers providing point-of-sale incentives.

Customer Support. The Grantee shall be responsible for providing customer and retailer support. This shall be accomplished through a publicly available email address as well as within the retailer portal and through a phone support line which shall be made available during business hours as determined by VTrans and the Grantee.

Task 4 Deliverables

- Ongoing program implementation
- Customer support

5. **Education and Outreach** - The Grantee shall develop training materials for dealers and additional education materials as needed and directed by VTrans. The Grantee shall detail the types of outreaches planned for VTrans' review and approval, which shall not be unreasonably withheld. Retailers may be at the forefront of the program and must understand the application and reimbursement process. The Grantee shall develop and conduct a training webinar to introduce retailers to the retailer portal and the incentive application process. The webinar must be in a format that can be recorded and made available on the program website. The materials must include information on how to access the dealer application portal, enter the information for an application, eligibility requirements, and process overview.

Task 3 Deliverables

- Training materials, webinar and recording for retailers
- Printed, Web-based or Social Media Outreach, if requested by VTrans

6. **Program Reporting** – The Grantee shall be responsible for electronically submitting regular reports to VTrans.

Monthly Report. The Grantee shall submit a monthly report by the 15th of every month that summarizes the following:

Program Information

- Number of incentives issued since the last report and the number of incentives issued overall by type (AEV, PHEV, e-bike, bicycle, e-motorcycle, shared mobility)
- Number of incentives issued in combination with another incentive program (New PEV or E-Bike)
- Geographical distribution of incentives
- Total dollar amount issued by incentive type
- Percent of incentives issued by type
- Remaining funding available
- Number of incentive applications pending, received, approved, canceled, and completed

Individual Rebate Information (Excel Spreadsheet)

- Relevant vehicles scrappage information for each issued incentive (make, model, model year, and vehicle identification number)
- Type of incentive(s)
- Amount of incentive
- Date of purchase
- Consumer home, city, and zip code
- Retailer name and address

Other Program Information

- Number of programs inquired by consumers, retailers, or media by email or phone.
- Any problem(s) encountered in program administration and solution(s) implemented
- Summary of consumer survey results, upon request by VTrans

Annual Report. Not later than December 15 of every calendar year in which the contract remains active, the Grantee shall submit a draft annual report to VTrans. The report shall include a summary of the incentive process, figures as outlined in the monthly report, a summary of the results of consumer surveys of the influence of rebates on consumer purchase decisions, and information on implementation challenges and/or recommended program improvements.

The report shall also contain Grantee recommendations related to optimizing incentive program activities to increase cost-effectiveness of greenhouse gas (GHG) reductions associated with the program and meet State GHG reduction requirements. This may include recommended changes to program eligibility, incentive amount, and/or other changes to streamline administrative expenses and increase uptake.

If the program sunset is completed or the contract term ends prior to December 15th, then a final report shall be provided to VTrans with the same content as the annual report requirement above, covering incentive disbursements and recommendations through the end of the program period.

Program Support. During the term of this project, the Grantee shall provide VTrans with support as needed and requested, sufficient to enable VTrans to make programmatic decisions necessary to maintain program continuity. Such support may include but is not limited to availability of the Grantee at periodic meetings and other administrative forums that may require technical program expertise, answering questions and assisting with general issues related to the program, and assisting VTrans with legislative reporting and testimony.

Task 6 Deliverables

- Monthly reports
- Annual reports
- Ongoing program support

7. **Program Sunset Procedures** – The Grantee shall develop procedures to allow for program suspension or termination in the event funding is fully subscribed or as otherwise directed by VTrans. These procedures shall allow for an ordered and fair sunset of the program.

Task 7 Deliverables

Program sunset plan including an outreach plan, proposed time frames and procedures to address consumer or retailer complaints.

II. Electric Bicycle Incentive Administration (E-Bike)

- A. **Overview.** This is a new program designed in legislation (Act 55 § 28) to help income-eligible Vermonters purchase a new electric-assist bicycle (E-Bike). Participants will be required to meet income eligibility requirements for any of the incentives set forth by the New PEV program.
- B. **Tasks.** The Grantee shall provide all services related to the implementation of this program, including, but not limited to: program design; stakeholder engagement; administrative services; incentive application processing; issuance of incentives; development and administration of an online application portal with a web based program statistics module; assistance to E-Bike retailers and the public through a program phone and email support; enforcement of incentive limits; and monthly and annual reports to VTrans regarding program statistics, funding, and recommendations for program improvement.

Specific tasks shall include:

1. **Program Design** – The Grantee shall review the enabling legislation and consult with E-Bike stakeholders to formulate program design and roll-out. This design shall:
 - a. Take into consideration stakeholder feedback on program objectives and design
 - b. Consider program phasing with initial availability limited to E-Bike purchases made by a Vermont resident at a Vermont retailer with a point-of-sale incentive provided and reimbursement for pre-approved E-Bike purchases made by a Vermont resident online.
 - c. Cost effectively process incentives.
 - d. Protect all consumer and retailer information.
 - e. Ensure incentive recipients meet income eligibility requirements by supporting VTrans' post-purchase sampling audits, including providing incentive reporting and input on audit sampling procedures Provide options for electronic payment methods.
 - f. Track program spending
 - g. Sunset the program in an orderly, fair, and equitable manner if/when funding is depleted or as otherwise directed by VTrans.

Task 1 Deliverables

- Program design recommendations
 - Stakeholder engagement reporting
 - Annual program evaluation report
2. **Program Implementation Guidelines** – The Grantee shall develop E-Bike incentive program guidelines to incorporate VTrans-approved program design features not later than thirty (30) days after such approval. The guidelines must include a program overview or scoping document, eligibility requirements as directed by VTrans, an overview of the process, retailer obligations, participant obligations, and program workflow.

Task 2 Deliverables

- E-Bike program implementation guidelines
3. **Incentive Processing Systems** - The Grantee shall develop or procure, and host, all necessary IT infrastructure and software for program administration and maintain system security by implementing commercially reasonable safeguards. Elements of this task shall include implementation of an incentive processing platform, a dealer application portal, a highly secure accounting and payment module, a public facing statistics module website and internal dashboard for program evaluation, and a consumer survey for program evaluation to collect information on participant demographics, travel behavior, rebate effectiveness and customer satisfaction.

Task 3 Deliverables

- Incentive processing platform
 - Retailer portal for sign-up and point-of-sale incentive processing
 - Incentive statistics reporting platform and dashboard
 - Consumer survey platform
4. **Program Implementation** - The Grantee shall be responsible for program development and implementation. Implementation activities shall include processing of incentives through the program tracking system, customer support, maintenance and security of the rebate processing platform, and ongoing recordkeeping and reporting as necessary.

Incentive Processing. After determining eligibility of incentive applications, the Grantee shall be responsible for issuing incentives to retailers providing point-of-sale incentives, and/or directly to consumers after completing a pre-approved purchase.

Customer Support. The Grantee shall be responsible for providing customer and retailer support. This will be accomplished through a publicly available email address that will be made available as well as within the retailer portal and through a phone support line which will be made available during business hours as determined by VTrans and the Grantee.

Task 4 Deliverables

- Ongoing program implementation
 - Customer support
5. **Education and Outreach** - The Grantee shall develop training materials for dealers and additional education materials as needed and directed by VTrans. The Grantee should detail the types of outreaches planned for VTrans' review and approval, which shall not be unreasonably withheld. Retailers may be at the forefront of the program and must understand the application and reimbursement process. The Grantee shall develop and conduct a training webinar to introduce retailers to the retailer portal and incentive application process. The webinar must be in a format that can be recorded and made available on the program website. The materials must include information

on how to access the dealer application portal, enter the information for an application, eligibility requirements, and process overview.

Task 3 Deliverables

- Training materials, webinar and recording for retailers
- Printed, Web-based or Social Media Outreach, if requested by VTrans

6. **Program Reporting** – The Grantee shall be responsible for electronically submitting regular reports to VTrans.

Monthly Report. The Grantee shall submit a monthly report by the 15th of every month that summarizes the following:

Program Information

- Number of incentives issued since the last report and number of incentives issued overall
- Total dollar amount issued
- Remaining funding available
- Number of incentives issued for e-bikes purchased at Vermont retailers
- Geographical distribution of incentives
- Number of incentive applications pending, received, approved, canceled, and completed

Individual Rebate Information (Excel Spreadsheet)

- Amount of incentive
- Date of purchase
- Make and model of E-Bike
- Consumer home city and zip code
- Retailer name and address

Other Program Information

- Number of programs inquired by consumers, retailers, or media by email or phone.
- Any problem(s) encountered in program administration and solution(s) implemented
- Summary of consumer survey results, upon request by VTrans

Annual Report. Not later than December 15 of every year the agreement remains active; the Grantee shall submit a draft annual report to VTrans. The report shall include a summary of the incentive process, figures as outlined in the monthly report, a summary of the results of consumer surveys and influence of rebates on consumer purchase decisions, and information on implementation challenges and/or recommended program improvements.

The report shall also contain Grantee recommendations related to optimizing incentive program activities to increase cost-effectiveness of greenhouse gas (GHG) reductions associated with the program and meet State GHG reduction requirements. This may include recommended changes to program eligibility, incentive amount, and/or other changes to streamline administrative expenses and increase uptake.

If the program sunset is completed or the contract term ends prior to December 15th, then a final report shall be provided to VTrans with the same content as the annual report requirement above, covering incentive disbursements and recommendations through the end of the program period.

Program Support. During the term of this project, the Grantee shall provide VTrans with support as needed and requested, sufficient to enable VTrans to make programmatic decisions necessary to maintain program continuity. Such support may include but is not limited to availability of the Grantee at periodic meetings and other administrative forums that may require technical program expertise, answering questions and assisting with general issues related to the program, and assisting VTrans with legislative reporting and testimony.

Task 6 Deliverables

- Monthly reports
- Annual reports
- Ongoing program support

7. **Program Sunset Procedures** – The Grantee shall develop procedures to allow for program suspension or termination in the event funding is fully subscribed or as otherwise directed by VTrans. These procedures shall allow for an ordered and fair sunset of the program.

Task 7 Deliverables

Program sunset plan including an outreach plan, proposed time frames and procedures to address consumer or retailer complaints.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

This NOFO will lead to a reimbursement grant with specific not-to-exceed amounts for operational costs incurred and pass-through incentives. By the 15th of day of the calendar month, Grantee shall issue separate monthly invoices three (3) to the State for the administrative costs and pass-through incentives associated with each program (PEV Incentives, Replace Your Ride, and Electric Bike Incentives) in the previous month. In the case of the PEV Incentive and Replace Your Ride Programs, Grantee shall provide sufficient backup documentation to verify activities, labor hours, and rates according to the agreed-upon rate schedule. For all three programs, Grantee shall provide backup documentation to verify the incented purchase or lease of the eligible vehicle (a purchase or lease agreement), and/or services or equipment, as well as a signed application which includes, at minimum, a self-attestation of eligibility for the recipient's participation in the relevant program. In determining eligibility for the Replace Your Ride program, Grantee shall further verify the ownership and eligibility of the vehicle to be scrapped as well as the scrapping of the vehicle itself. This documentation shall be attached to invoices.

Administrative costs shall be billed according to an approved Hourly Cost Classification Rate Estimate. For the administration of the Incentive Program for New PEV's, this amount shall not exceed 10% of three hundred thousand dollars (\$300,000.00) of the total amount appropriated three million dollars (\$3,000,000.00) for the program. For the administration of the Replace Your Ride Program (RZR), the not-to-exceed amount is also three hundred thousand dollars (\$300,000.00). These funding sources are not interchangeable for use across the grant agreement. Any remaining administrative funds at the end of the agreement period shall be used for additional incentive payments within the respective programs (PEV and RZR). The Grantee shall agree to develop and operate all three programs (Incentives for New PEVs, Replace Your Ride, and Electric Bicycle Incentives) described in Attachment A, Scope of Work.

The initial period for paying incentives is state fiscal year 2022 (July 1, 2021, to June 30, 2022) while funding authorized under this agreement and the 2021 Transportation Bill remains. Labor for operations is budgeted only through the end of state fiscal year 2022. The end of the Grant shall not relieve the Grantee of its responsibilities connected to legislative reporting in January 2024, as detailed in Attachment A, Scope of Work. The incentive pool allocation for the Incentive Program for New PEV's in state fiscal year 2022 is no less than two million seven-hundred thousand dollars (\$2,700,000.00) of the total amount three million dollars (\$3,000,000.00) in state fiscal year 2022 for the Program in one-time state transportation funds. The incentive allocation for the Replace Your Ride Program in state fiscal year 2022 is at least one million two-hundred thousand dollars (\$1,200,000.00) in one-time state transportation funds.

Grantee shall remit to the State any unobligated funds with the final grant invoice.

Invoices shall be sent electronically as single pdf files for each program to:

Name: Patrick Murphy, AOT Sustainability & Innovations Project Manager

Email: Patrick.Murphy@vermont.gov

Division: Policy, Planning, and Intermodal Development

Invoices should follow the below naming convention:

- EVIP022_GRXXXX_Invoice#
- RPYR022_GRXXXX_Invoice#
- BIKE022_GRXXXX_Invoice#

Grant Monitoring Requirements

In order to accelerate Vermont's transition to clean transportation options and the benefits of those to eligible Vermonters, to meet state greenhouse gas emissions reductions targets, and to obligate Program funding within the authorized timeframe, the Grantee is expected to make rapid progress on the Scope of Work through a phased approach. The first priority is to work with Drive Electric Vermont (DEV), under the guidance of the State of Vermont, to transition administrative responsibilities and functions currently performed by DEV and the Distribution Utilities to the Grantee by January 15, 2022. The Grantee shall also develop plans for Replace Your Ride and the Electric Bicycle Incentive Programs by that date (January 15, 2022), with an expected launch of both programs within two months of the finalized plans (by March 15, 2022).

The Grantee shall submit monthly reports on Program activities and progress on the Scope of Work to the Vermont Agency of Transportation via email to Patrick Murphy at Patrick.Murphy@vermont.gov by the 15th of each month. Monthly reports shall detail any deliverables met, progress toward deliverables with anticipated timelines for completion, any challenges encountered and plans to overcome them. The elements required for monthly reporting of incentive data are described in more detail in Attachment A: Scope of Work, and shall be presented, in addition to a written report, through a dynamic dashboard with the ability to filter and drill down into historical data. Elements required for an annual report are likewise detailed in Attachment A, and the first annual report shall be due on December 15, 2022. The Grantee shall assist the State with legislative reporting as necessary.

In addition to monthly, legislative, and annual reporting responsibilities, Grantee shall conduct post-purchase/lease audits at least bi-annually to ensure that State incentive funds are being awarded only to eligible recipients for eligible clean transportation options, according to the guidelines authorized by the 2021 Vermont Transportation Bill (Act 55) for each of the three incentive programs. A report with the results of these audits shall be due and submitted to the State by April 15th and October 15th of each year.

Payment of Amounts Found Due by Audit

In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Grantee, for whatever reasons, then the Grantee shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

**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
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the

State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

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

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

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

4.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

"Work Product" means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables

and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

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

The State agrees that (a) it will use the Contractor information only as may be necessary in the

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

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

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). [In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment E.

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

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

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

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

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

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

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

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

requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

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

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

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

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

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor’s receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor’s fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor’s back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;

- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$1,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$1,000,000.00 per claim, \$3,000,000.00 per aggregate .

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

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

9. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT, OR ~~\$TO BE DETERMINED~~. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

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

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

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

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

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

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor’s possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor’s policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal

regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

19 IRS TERMS IF FEDERAL TAX INFO WILL BE PROCESSED OR STORED (Per IRS Publication 1075)

To the extent Contractor's performance under this Contract involves the processing or storage of Federal tax information, then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard or requirements set forth in this Contract:

A. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees with access to or who use Federal tax information must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies

that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
8. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
10. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized

inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431, and set forth at 26 CFR 301.6103(n)-1.

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Prior to Contractor having access to Federal tax information, Contractor shall certify that each Contractor employee or other individual with access to or who use Federal tax information on Contractor's behalf pursuant to this Contract understands the State's security policy and procedures for safeguarding Federal tax information. Contractor's authorization to access Federal tax information hereunder shall be contingent upon annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification, and at least annually afterwards, Contractor will be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075, Section 10). For both the initial certification and the annual certification, the Contractor must sign a confidentiality statement certifying its understanding of the security requirements.

C. INSPECTION:

The IRS and the State, with 24 hours' notice, shall have the right to send its officers, employees, and inspectors into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract for compliance with the requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit Federal tax information. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

20. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

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

SUBJECT: BUSINESS ASSOCIATES

GENERAL STANDARD (PRIVACY RULE SECTIONS 164.502(e) and 164.504(e)):

AHS health care providers and health plans are required to have certain contracts or other arrangements in place with their Business Associates, as required by the Privacy Rule.

AHS will utilize a form Business Associate agreement (or a memorandum of understanding, if applicable) that satisfies the requirements of Section 164.504(e) of the Privacy Rule. The Business Associate agreement will impose confidentiality and other obligations on the Business Associates.

PRIVACY RULE:

I. Valid Business Associate Contracts

- A. A Business Associate (BA) contract must:
1. Delineate all permitted and required uses and disclosures of PHI by the BA;
 2. Prohibit any use or disclosure of PHI by the BA in a manner that would violate the Privacy Rule if done by the CE, except that:
 - a. The contract may permit the BA to provide data aggregation services relating to the health care operations of the CE;
 - b. The contract may permit the BA to use the information received by the BA in its capacity as a BA to the CE, if necessary, for the proper management and administration of the BA or to carry out the legal responsibilities of the BA; and
 - c. The contract may permit the BA to disclose the information received by the BA in its capacity as a BA for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, if: the disclosure is required by law or the BA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
 3. Authorize termination of the contract by the CE, if the CE determines that the BA has violated a material term of the contract;

4. Provide that the BA will:
 - a. Not use or further disclose PHI other than as permitted or required by the contract or as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by its contract;
 - c. Report back to the CE of any use or disclosure of PHI which is not provided for in the contract, of which the BA becomes aware;
 - d. Ensure that any agents, including a subcontractor, to whom it provides PHI received from, or created or received by the BA on behalf of, the CE agrees to the same restrictions and conditions that apply to the BA with respect to such information;
 - e. Make available PHI in accordance with Section 164.524 of the Privacy Rule (See, the General Standard and Guidelines on “Access”);
 - f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Rule (See, the General Standard and Guidelines on “Amendment”);
 - g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Rule (See, the General Standard and Guidelines on “Accounting”);
 - h. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of, the CE available to the Secretary of Health and Human Services for purposes of determining the CE’s compliance with the Privacy Rule; and
 - i. At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the BA on behalf of, the CE that the BA still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

II. Arrangements other than Business Associate Contracts

- A. If a CE and its BA are both governmental entities:
 1. The CE may comply with the requirement to have a BA contract by entering into a memorandum of understanding with the BA that contains

the terms that accomplish the objectives of the terms required to be in the BA contract.

2. The CE may comply with the requirement to have a BA contract, if other law (including regulations adopted by the CE or its BA) contains requirements applicable to the BA that accomplish the objectives of the terms required to be in the BA contract.
- B. If a BA is required by law to perform a function or activity on behalf of a CE or to provide a service described in the definition of “Business Associate” to a CE, such CE may disclose PHI to the BA to the extent necessary to comply with the legal mandate without meeting the requirements to have a BA contract, provided that the CE attempts in good faith to obtain a BA contract or other arrangement, and, if such attempt fails, documents the attempt and the reasons for the failure.
- C. The CE may omit from the arrangements set forth in Paragraph A above the termination authorization required in Paragraph I.A.3. above, if such authorization is inconsistent with the statutory obligations of the CE or its BA.

III. Other Business Associate Contract Guidelines

- A. No BA contract is necessary:
1. With respect to disclosures by the CE to a health care provider concerning the treatment of the individual; or
 2. With respect to uses or disclosures by a health plan that is a government program providing public benefits, if eligibility for, or enrollment in, the health plan is determined by an agency other than the agency administering the health plan, or if the PHI used to determine enrollment or eligibility in the health plan is collected by an agency other than the agency administering the health plan, and such activity is authorized by law, with respect to the collection and sharing of individually identifiable health information for the performance of such functions by the health plan and the agency other than the agency administering the health plan.
- B. A CE is not in compliance with the Privacy Rule if the CE knew of a pattern of activity or practice of the BA that constituted a material breach or violation of the BA’s obligations under the contract or other arrangement, unless the CE took reasonable steps to cure the breach or end the violation, and if such steps were unsuccessful:
1. The CE terminated the contract or arrangement, if feasible; or
 2. If termination is not feasible, the CE reported the problem to the Secretary of Health and Human Services.

IV. CE as a BA of Another Covered Entity

If a CE violates its contractual obligations as a BA of another covered entity, then the CE will be deemed to have violated the Privacy Rule.

V. CE with Multiple Covered Functions

- A. If a CE performs multiple covered functions that would make the CE any combination of a health plan, a covered health care provider, and a health care clearinghouse, then the CE must comply with the Privacy Rule, as applicable to the health plan, health care provider, or health care clearinghouse covered functions performed.
- B. If a CE performs multiple covered functions, it may use or disclose the PHI of individuals who receive the CE's health plan or health care provider services, but not both, only for purposes related to the appropriate function being performed.

GUIDELINES:

1. AHS health care providers and health plans have identified potential Business Associates, and have worked to ensure they have appropriate contractual terms in place with each.
2. AHS understands that in some situations, the compliance date for having Business Associate agreements in place was not April 14, 2003. More specifically, Section 164.532(d) and (e) of the Privacy Rule provide a limited extension with respect to Business Associate obligations. Generally, the extension only applies if an underlying agreement (e.g., a services agreement) with a Business Associate was in place as of October 15, 2002, and if that agreement had not been modified or renewed (other than through an "evergreen" or, automatic, renewal) between October 15, 2002 and April 14, 2003. In that event, the compliance date for entering into the Business Associate agreement would be extended until such time as the underlying agreement was renewed or modified, but in no event later than April 14, 2004. AHS is also aware that even when the extension applies, it must still ensure that the Business Associate cooperates with AHS in the context of an HHS enforcement review or investigation, when an individual seeks to exercise rights to access PHI, amend PHI, or obtain an accounting of disclosures of PHI, and when a violation of the Privacy Rule, or of the AHS Standards and Guidelines, occurs (to mitigate the violation).
3. A copy of a form stand-alone Business Associate agreement that is available for use by AHS health care providers and health plans is attached to this Standard and Guidelines. In this context, "stand-alone" means the agreement is not physically incorporated into an underlying services agreement with a Business Associate. The attached form can be modified for use as an exhibit to an underlying services agreement.
4. AHS has provided training to those groups who might be responsible for the development, negotiation, and execution of Business Associate agreements. In particular, AHS has provided training to representatives of each of its Departments, Divisions, and Offices that might have need to enter into a Business Associate agreement, and to the attorneys (e.g., Assistant Attorneys General) who might be called upon to review these agreements. The training has focused on the identification of Business Associates, and

the specific obligations Business Associates are required to accept under the Privacy Rule. AHS has provided such departments with form language to be used to capture Business Associate requirements (see the form agreement attached below).

5. AHS has provided training to the aforementioned groups to ensure that such groups are aware of the steps AHS must take if and when they learn of any breach of the Business Associate terms by a Business Associate. In that regard, all such persons have been trained to promptly notify the Privacy Official of any such breach, and to then work closely with the Privacy Official on the resolution of such breach. The Privacy Official will closely monitor the return or destruction of PHI used, created or obtained by the Business Associate upon termination of a contract.
6. AHS has also provided training to the aforementioned groups to ensure that such groups are aware of the requirements that AHS must accept, if and when AHS is a Business Associate of another covered entity under the Privacy Rule.
7. AHS is aware that in some situations, its health care providers and health plans receive “Business Associate” support from other State of Vermont agencies (or the departments, divisions or offices of such agencies). More specifically, these other state agencies perform or assist in the performance of functions or activities on behalf of AHS, or perform services for AHS, that would make the other agency a HIPAA Privacy Rule Business Associate. For example, the Agency of Administration, through its Department of Buildings and General Services, performs document storage and shredding services for AHS health care providers and health plans, and in performing these roles, is acting as a Business Associate to AHS. For another example, Assistant Attorneys General provide legal services to many of the Departments, Divisions and Offices within AHS and in performing these services, the Assistant Attorneys General are acting as Business Associates to AHS.
8. AHS has identified, and will continue to identify, those situations where it receives “Business Associate” support from other State of Vermont agencies, or the departments, divisions or offices that comprise those agencies. In those situations, AHS will enter into a memorandum of understanding (“MOU”) with the other agency, with such MOU containing substantially all of the terms and conditions identified in the attached form stand-alone Business Associate agreement. AHS is aware that Section 164.504(e)(3)(i)(A) of the Privacy Rule permits the use of an MOU (as opposed to a more formal contract) in these circumstances. In addition, and to the greatest extent possible, AHS will enter into a single MOU with the other agency that covers all of the AHS Departments, Divisions, and Offices, so as to preclude the necessity for multiple MOUs addressing the same Business Associate issues.
9. AHS also recognizes that in some situations, a specific health care provider or health plan may receive “Business Associate” support from another Department, Division or Office of AHS. For example, the Disability Determinations Division (“DDD”) performs Medicaid eligibility determinations for PATH. In these situations, a Business Associate agreement or MOU will not be necessary, because the Department, Division or Office is a part of the workforce of AHS (e.g., because DDD is an AHS Division). In addition, and as it concerns eligibility determinations, Section 164.502(e)(1)(ii)(C) of the Privacy Rule arguably obviates the need for a Business Associate agreement between one Department, Division or Office of AHS and another (consequently, this is a further

reason why a Business Associate agreement or MOU would not be required between AHS and DDD).

10. The form agreement attached below also includes provisions required by the HIPAA Security Rule (See, Section 14). AHS will endeavor to identify those situations where it has used form Business Associate agreements that did not include these “Security Rule provisions”, such that it can amend those agreements prior to the April 21, 2005 Security Rule compliance date.
11. AHS has instructed its workforce members that they should not execute Business Associate agreements provided by third parties without first having those agreements reviewed, and potentially modified, by the Assistant Attorney General or other counsel providing services to the Department, Division, or Office at issue.
12. AHS does have group health plans that are covered by the Privacy Rule. Such plans are addressing their separate compliance obligations under the Privacy Rule.

ATTACHMENT F
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of six (6) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 1

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of six (6) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 2

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of six (6) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 3

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of six (6) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 4

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of six (6) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 5

Company Name:

Contact Name:

E-mail:

Phone:

Grantee and Subgrantee(s) or Subcontractor(s) Information

Use additional pages as necessary

Name of Your Company	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
<hr/>	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
<hr/>	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
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Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
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Submitted By (Your Company):	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

**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 ChallengeSM Certification

Other Internationally Recognized Building Certification:

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:

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.

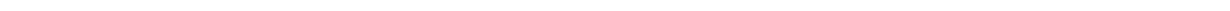
3. Please Check all that apply (continued):

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:



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