

Retainer Contract for IT Professional Services
V Group, Inc.

Contract # 45390

STANDARD CONTRACT


1. **Parties.** This is a contract (hereinafter “Retainer Contract”) between the **State of Vermont**, through its Department of Buildings and General Services, Office of Purchasing & Contracting (“State”), and V Group, Inc., with principal place of business at East Windsor, NJ (“Contractor”). Contractor’s form of business organization is corporation. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Retainer Contract authorizes and establishes requirements for State Agencies to procure from Contractor certain information technology professional services in the categories set forth in Attachment A1 hereto. Contractor services shall only be provided pursuant to Statement of Work Agreement executed with a State Agency. Contractor agrees to provide its services at or below the established rates and subject to and in accordance with all requirements of this Retainer Contract, and Contractor understands and agrees that the terms and conditions of this Retainer Contract shall apply to the Contractor’s performance of services under any Statement of Work Agreement.
3. **Maximum Amount.** Statement of Work Agreements under this Retainer Contract are not authorized to include a maximum amount payable greater than \$500,000, provided however, the State Chief Information Officer shall have sole and exclusive discretion to waive this restriction for any specific Statement of Work Agreement.
4. **Contract Term.** The term of this Retainer Contract shall begin on March 1, 2023 and end on January 31, 2027. Upon the termination of this Retainer Contract, no new SOW Agreements may be issued, any outstanding SOW Agreements shall continue unless or until terminated in accordance with the terms of the SOW Agreement, and the Parties acknowledge and agree that the terms of this Retainer Contract shall survive and apply to each outstanding SOW Agreement.
5. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Retainer Contract shall not be binding until it has been approved by the Vermont Attorney General’s Office, the Secretary of Administration, and the State’s Chief Information Officer.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Retainer Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor. The parties acknowledge and agree that the SOW Agreement process set forth herein shall not be used to effectuate any changes, modifications, or amendments in the terms and conditions of this Retainer Contract, and that any provision in a SOW Agreement purporting to modify the terms and conditions established by this Retainer Contract shall be null and void.
7. **Termination for Convenience.** This Retainer Contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance.
8. **Attachments.** This Retainer Contract consists of 36 pages including the following attachments which are incorporated herein and shall apply to each SOW Agreement executed pursuant to this Retainer Contract:

- Attachment A: General Scope of Work
- Attachment A1: IT Service Categories, Roles and Rates
- Attachment B: Payment Provisions
- “Attachment C: Standard State Provisions for Contracts and Grants” a preprinted form (12/15/17).
The term “Agreement” as used in Attachment C shall be deemed to refer to this Retainer Contract and each SOW Agreement entered into by Contractor hereunder. The term “State” as used in Attachment C shall be deemed refer to the State and any Agency of the State that enters into a SOW Agreement with Contractor.
- Attachment D: Information Technology Professional Services Terms and Conditions (07/14/2022).
The term “State” as used in Attachment D shall be deemed refer to the State and any Agency of the State that enters into a SOW Agreement with Contractor.

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

- 1) Standard Contract (pages 1 and 2 of this document)
- 2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- 3) Attachment D (Technology Terms and Conditions)
- 6) Attachment A
- 7) Attachment A1
- 8) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS MASTER AGREEMENT.

State of Vermont	V Group, Inc.
By: <small>DocuSigned by:</small> Jennifer M. V. Fitch, BGS Commissioner <small>EG8F68F56FBC42C...</small>	By: 
Name: Jennifer M.V. Fitch	Name: Monika Rohila
Title: BGS Commissioner	Title: President
Date: 5/2/2023	Date: 04/28/2023

ATTACHMENT A: GENERAL SCOPE OF WORK

1. This Retainer Contract is executed pursuant to the State's IT retainer services program under which Contractor has been pre-qualified by the State to provide professional services in one or more of the categories identified and described in Attachment A1 of this agreement (the "Services").
2. Contractor agrees to provide, when requested by an agency, department, office, commission, board or other authority of the State of Vermont ("Agency"), its Services subject to and consistent with all requirements set forth herein.
3. Contractor Services shall only be performed if and to the extent required in a Statement of Work (SOW) Agreement executed directly with an Agency. Services performed under a SOW Agreement shall be subject to and governed by the terms and conditions of this Retainer Contract.
4. The State's process for an Agency to procure IT retainer services from pre-qualified vendors is set forth online at <https://bgs.vermont.gov/purchasing%20and%20contracting/current%20contrats/information-technology> , which information is hereby incorporated by reference as if set forth fully herein. Contractor agrees that it must follow the State's process to obtain and execute SOW Agreements against this Retainer Contract.
5. SOW Agreements executed against this Retainer Contract shall specify, at a minimum:
 - A. The detailed description of the Service(s) necessary to meet the Agency's business requirements, consistent with any one or more of the categories of service authorized by this Retainer Contract;
 - B. The place and time period for performance;
 - C. The Contractor roles and rates, or other pricing elements consistent with this Retainer Contract;
 - D. The Agency's billing address;
 - E. The name and contact information for the Agency's primary contact and the Contractor's primary contact for the project;
 - F. The maximum amount payable by the Agency to Contractor under the SOW Agreement;
 - G. A unique identifier for the SOW Agreement; and
 - H. The State of Vermont Contract Number.
6. SOW Agreements may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Agency. By way of information, and without limitation:
 - A. When required in a SOW Agreement, Contractor's security controls shall conform to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule"), the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act and the Federal Information Security Management Act ("FISMA"), 44 U.S.C. 3541 et seq. and Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), as applicable.
 - B. When required in a SOW Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 23, 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) will be executed by Contractor and Agency and will be incorporated and apply to Contractor Services provided under the SOW Agreement.
 - C. When required in a SOW Agreement, the State of Vermont Agency of Human Services' Customary Contract Provisions dated May 2018 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be apply to a SOW Agreement.

- D. Any additional assurances required by federal or state law, such as, but not limited to, the above, shall be noticed in the Agency's SOW-RFP and required by the SOW Agreement resulting therefrom.
- 7. General Requirements: The following requirements shall apply to all Contractor Services performed in any SOW Agreement executed against this Retainer Contract.

- A. **CONTRACTOR RESOURCES:** Contractor shall obtain approval in advance from the Agency, of all Contractor employees, independent contractors or agents proposed for each SOW-RFP Project ("Key Personnel"). Key Personnel shall be identified in each SOW Agreement. Contractor shall use reasonable efforts to make available all Key Personnel for the entire life of the SOW RFP Project. Contractor shall not change Key Personnel without providing the Agency written justification and obtaining prior written approval of the Agency. Agency approvals for replacement of Key Personnel will not be unreasonably withheld. The replacement of Key Personnel shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Personnel for any reason, Contractor agrees to provide replacement Key Personnel and shall provide the first thirty (30) days of such replacement resource(s) with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the Agency in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel.

The Agency shall have the right to reasonably disapprove of any replacement Key Personnel.

If Key Personnel does not perform up to acceptable or professional standards as required in this Retainer Contract and the SOW Agreement, Contractor shall, when notified by the Agency, either replace the employees, independent contractors or agents with approved employees, independent contractors or agents or take remedial action agreed by Agency to ensure that Contractor Resources are acceptable to the Agency for the SOW Agreement. An Agency's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on the particular SOW Agreement and does not create any employment or principal-agent relationship with the Agency or the State. Nothing in this Retainer Contract or any SOW Agreement entered into hereunder authorizes the Agency or the State to direct the Contractor's termination of, or other adverse action related to, the employment of any individual.

- B. **SOW AGREEMENT:** Based upon an evaluation of SOW Proposals, if Contractor is selected, a specific SOW Agreement will be entered into between the Agency and the Contractor, which will bind the Contractor to the terms of the SOW Agreement, including Project-specific payment terms. All SOW Agreements shall be subject to the terms of this Retainer Contract.

The Agency representative identified in the SOW Agreement may perform administrative functions, issue written directions; monitor Contractor compliance with the terms and conditions of this Retainer Contract and the SOW Agreement; and approve project deliverables.

Contractor shall be responsible for achieving on budget/on time/on target (e.g., within scope) completion of the applicable SOW Agreement.

- C. **CERTIFICATION OF SOW AGREEMENT:** All SOW Agreements valued at \$25,000 or more per year shall be submitted to the State of Vermont Office of the Attorney General for a determination in accordance with 3 V.S.A. § 342 that such engagement is not contrary to the spirit and intent of the classification plan and merit system principles and standards provided by Chapter 13 of Title 3 of the

Vermont Statutes. Certification when required shall be indicated in the space provide within the SOW Agreement.

- D. NON-DISCLOSURE AGREEMENT: In some cases, Contractor may be required to sign a Non-Disclosure Agreement in a form acceptable to the Agency in order to protect confidential State data to which the Contractor, its employees, subcontractors or agents may have access.
- E. CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES: The State’s Enterprise Project Management Office (EPMO) or designee may monitor the progress of any or all of the SOW Agreements in order to ascertain whether the Contractor is completing its work in accordance with this Retainer Contract and the applicable SOW Agreement. In all cases, Contractor shall remain solely responsible for achieving on-budget/on-time completion of the applicable SOW Agreement.
- F. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES: The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting specific project execution. The most recent version of the following State policies can be found online at <https://digitalservices.vermont.gov/working-us/policies>
- Cybersecurity Directive 2019
https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS_Cybersecurity_Directive_19-01.pdf
 - Physical Security for Computer Protection
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Physical-Security-for-Computer-Protection.pdf>
 - Third-Party Connectivity
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Third-Party-Network-Connectivity.pdf>
 - Digital Media and Hardware Disposal Policy, Standard and Procedure
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Digital-Media-and-Hardware-Disposal-Policy.pdf>
 - Phishing and Incident Response Policy
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Phishing%20Incident-Response-Process-9-19-17.pdf>
 - Vermont Accessibility Standard
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/web-policy/ADS-VermontAccessibilityStandard2017.pdf>
- G. SOW PROGRESS REPORTING TO THE AGENCY: The Contractor and each Agency shall conduct progress meetings as set forth in the applicable SOW Agreement. Contractor shall submit a project progress report to the Agency representative identified in the SOW Agreement via email and each progress report shall contain, at a minimum, the following information:
- E-mail subject line: Contracting Agency name, IT service category name, reporting period and “Progress Report.”
 - Work accomplished during the frequency period and all tasks planned for the upcoming frequency period.
 - Deliverable progress, as a percentage of completion.
 - Problem areas, including scope creep, deviation from the work plan; tasks incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); and the status of any corrective actions undertaken and other unresolved issues and requirements to resolve unresolved issues.

- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- Significant changes to Contractor's organization or method of operation or to the Project management team, where applicable.

H. MONTHLY REPORTING TO THE STATE: Contractor shall submit monthly reports to the State detailing all SOWs issued to it under this Retainer Contract for the reporting period. Reports shall be submitted as an email attachment to: SOV.ITContractingandProcurement@vermont.gov and SOV.ThePathForward@vermont.gov .

Each report must contain the contract number for this Retainer Contract and detail for each SOW Agreement, the following information: Agreement #, Amount, Date of SOW Agreement, and an accurate description of the services procured, including IT Service Category(ies), each Contracting Agency's address, contact name, and telephone number; SOW Title(s); and price charged per SOW Agreement, with totals for each SOW Agreement in each reporting period. The State reserves the right to request additional information or to modify the following reporting periods.

If there is no activity during the reporting period, Contractor's reporting shall state "no activity". Reports are due by the 15th of every month.

State shall promptly notify Contractor of any changes to the above email addresses for purposes of submitting reports under this section.

Failure submit complete reports in a timely manner and in the format required may result in suspension or termination of this Retainer Contract and any SOW Agreements in place.

I. WORK LOCATION: Unless otherwise specified by the Agency in a SOW Agreement, all project work will be performed in Vermont at the site(s) identified by the Agency and the Contractor will be responsible for using its own mode of transportation for travel to and between designated sites.

Where applicable, the Agency will provide desks, telephone, LAN connections, and printers. Unless otherwise specified in the SOW RFP, the Agency will not provide desktop PCs and/or laptops to Contractor for use during the project.

If specific laptop computers or other mobile peripheral devices are required by Contractor, then the Contractor must provide its own compatible equipment and will be given the appropriate support by the Agency.

Contractor will be provided support by the Agency in setting up any accounts or connections required (i.e. Agency email system, network connectivity, network printing etc.). Contractor will have access to State phones for use in business calls related to performance of the services. Agencies will not pay Contractor's cell phone bills.