



Department of Buildings and General Services

Agency of Administration

BGS Financial Operations

Office of Purchasing & Contracting

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<http://bgs.vermont.gov/purchasing>

SEALED BID

INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL

FOR

Instructional Resource and Collaboration Site

Expected RFP Schedule Summary:

DATE POSTED	July 6, 2010
QUESTIONS DUE	July 14, 2010 4:30 PM
BIDDERS CONFERENCE	There will be no bidders conference.
PROPOSALS DUE	August 4, 2010 3:00 PM
FINALIST DEMONSTRATIONS	August 23, 2010 (if deemed necessary)
SELECTION NOTIFICATION	August 27, 2010
INDEPENDENT REVIEW	(TBD)
PROJECT STARTS	September 10, 2010

NOTE: Selection Notification and Project Start Date are subject to change

LOCATION OF BID OPENING: 10 Baldwin Street, Montpelier

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

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: John McIntyre
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1. INTRODUCTION AND OVERVIEW:

The Office of Purchasing & Contracting on behalf of the Vermont Department of Education (VT DOE) is soliciting competitive sealed, fixed price proposals (Proposals) for licensing and implementation of an **Instructional Resource and Collaboration Site (IRCS)** from qualified organizations. If a suitable offer is made in response to this Request for Proposal (RFP), VT DOE may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how VT DOE will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

- 1.1. **STRUCTURE AND SCOPE OF RFP:** The Vermont Department of Education seeks a web-based tool that supports educators across the state and the Pre-K-12 spectrum in communicating about student learning needs and innovations in instruction and that facilitates the creation and dissemination of instructional resources in a collaborative environment.
- 1.2. **OBJECTIVE OF RFP:** The State is seeking a vendor to implement a commercial off-the-shelf web-enabled application that supports the creation and dissemination of **instructional resources and collaboration and communication** within the application by VT educators. The State requires an application that includes robust search features, enables users to rate and provide feedback on site content, provides discussion boards linked to and independent from other items within the application, allows users to manage settings around site communication to email, and other functionality. The application must be equally accessible to users on Microsoft Windows and Macintosh operating systems and work equally well on web browsers current to those operating systems. The application must also have role appropriate access to allow the State to target information to specific groups of users upon login, with such groupings providing for changes in membership and movement of users across groups (e.g. easy reassignment of users to districts/schools). In addition, the application must allow the State to upload local assessment item banks and allow users with appropriate access to download the item back on demand. The vendor must also include annual support and maintenance for year 1, year 2, year 3, year 4 and year 5 application deployments.
- 1.3. **DEPARTMENT BACKGROUND AND PHILOSOPHY:**

For more than a decade the Vermont Department of Education has worked to provide educators with technology resources that promote the creation and dissemination of instructional materials aligned to state standards.

The bulk of this work to date was supported by grants from IBM through which the State received technology resources developed by the company as part of its Reinventing Education program. The most recent iteration of this work resulted in VT's installation of Riverdeep Learning Village. See http://education.vermont.gov/new/html/pgm_curriculum/learning_village.html.

The State is looking to build on this work and provide educators with a resource that not only provides for the development of instructional materials and resources, but also includes robust communication tools to further the collaboration of educators across Vermont and allows the State to more efficiently support educators involved in a range of initiatives. As communication and collaboration technologies have advanced the necessity for having a web-based environment where educators communicate about classroom practices and innovations to meet the learning needs of all students, as well as collaborate on standards-based instructional materials that are easily shared statewide has become evident. While curricular decisions are made at the local level in Vermont, there are a number of consistent needs statewide around instructional resources – including alignment to Vermont's Grade Expectations.

Additional statewide needs have led the State to provide supports for learning communities that include sharing documents, links, threaded discussions, and wikis through a web-based application.

DOE currently license Learning Village V1.8 software, a web-based application

1. Originally developed by IBM/RiverDeep
2. Acquired by Houghton Mifflin Harcourt
3. Used by educators around the state and DOE for creating and sharing resources
4. 12,800 licenses, approximately 1,000 of which are active users.

The version of Learning Village used by DOE is no longer supported. As such, DOE has decided to take this opportunity to cast the net and see other Instructional Resource and Collaboration Tools that are available in the marketplace.

The State recognizes that the work to date has proved the need for a robust web-based resource that will support educators in collaborating on standards-based instructional content, disseminate and build on best practices for meeting the learning needs of all students, effectively communicate with all school staff, and leverage the expertise of educators. To do this work well requires a single web-based collaborative and instructional resource to which all VT educators have equal access. The availability of such a resource statewide will not only support the development and dissemination of instructional materials, but further communication with stakeholders, and facilitate collaboration at the local and state levels.

In addition, the Transformation of Education in VT, (see <http://education.vermont.gov/new/html/dept/transformation.html>) led by the VT Department of Education and supported by the VT State Board of Education, is working to make meaningful changes in the learning experiences of all our students.

“Transformation means focusing on student learning by creating educational environments that respond to the needs of students, provide flexible environments rich with 21st century tools, and expect students to demonstrate deep understanding through a variety of means”.

- (The Transformation of Education in Vermont: A Primer, p.14)

The Transformation seeks a significant pedagogical shift for educators accustomed to a traditional mastery of facts approach to instruction -- for those teachers and the many others in our state who have begun the journey to transform their practices; it demands that models, ideas, and support be readily accessible. One essential component for supporting educators in making such changes in instructional practice is a tool that immerses teachers and administrators in collaboration around instruction and in 21st century modes of communication, as well as targets information to specific groups of educational stakeholders. The work ahead is complex and the VT Dept of Education seeks to support educators in developing new models and instructional resources and in effectively communicating the innovations, supports available, and efforts of educational staff across our state.

1.4. COMPATIBILITY WITH STATE STANDARDS AND EXISTING TECHNOLOGY:

The proposed solution must web-browser based, able to run under Microsoft Internet Explorer V7 and above, Mozilla Firefox V3 and above, Apple Safari V4 and above, and Google Chrome V5 and above.

The proposed solution must run on Windows XP above and Mac OS10.5 and above.

The proposed solution must run on a commercially available web server platform, such as Apache or Microsoft IIS V6 and later.

The proposed solution must run on a commercially available relational database platform, such as Microsoft SQL Server V2008 or later, or Oracle RDBMS V10gR2 or later.

- 1.5. QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **July 14, 2010 at 4:30 PM**. Questions may be e-mailed to john.mcintyre@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
- 1.6. SINGLE POINT OF CONTACT:** All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **John McIntyre**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **John McIntyre**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

- 1.7. **BIDDERS' CONFERENCE:** A bidders' conference will NOT be held.
- 1.8. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.
- 1.9. **SCHEDULE OF EVENTS:** The expected timetable, including the Proposal Due Date and other important dates, are set forth below. The name of any vendor submitting a proposal shall be a matter of public record.

RFP Published	July 6, 2010
Questions Due	July 14, 2010 4:30 PM
Answers to Questions Posted	July 21, 2010
Bidders Conference	There will be no bidders conference.
Proposal Due (see section below for detailed instructions on Proposal Format and submission instructions)	August 4, 2010 3:00 PM
Finalist Demonstrations	August 23, 2010 (if deemed necessary)
Selection Notification	August 27, 2010
Independent Review Completed* Following the selection of a proposal for contract award, the selected proposal will be the subject of an independent review before a contract can be completed. The time required for this process is, at a minimum, 3 weeks.	TBD
Notification of Award	August 27, 2010
Contract Negotiation Period	September 1, 2010 – September 15, 2010
Contract Dates	October 1, 2010 – September 30, 2015

2. GENERAL REQUIREMENTS:

- 2.1. **COSTS OF PREPARATION:** The offeror shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 2.2. **QUALITY:** If applicable, all products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
- 2.3. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
- 2.4. **WORKER'S COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT:** The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months.

- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a bidder's response to be considered valid bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

- 2.5. **INVOICING:** All invoices are to be rendered by the Bidder on the Bidder's standard billhead and forwarded to the State Project Manager. Details such as name & address will be determined during negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on State of Vermont's acceptance of agreed to, fixed price deliverables.

The State will hold back **10%** of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the bidder in full, subject to the terms and conditions of the contract.

Performance Standards Info:

OPERATIONAL PERFORMANCE STANDARDS AND GUARANTEES

- The Operational Performance Standards and Guarantees are effective on the operational date, unless otherwise specified, and must remain in effect through the contract period.
- At Agency's option, the accuracy of performance results, performance level, and execution of key expectations may be measured by independent audit.

Agency will include performance measures and penalties as part of the contract. Agency proposes performance metrics tied to core services. Performance measures with vendor will be negotiated with specific metrics as part of the contract negotiations.

- 2.6. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract
- 2.7. **METHOD OF AWARD:** Awards will be made in "the best interest of the State of Vermont". The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

2.7.1.Evaluation Criteria:

EVALUATION FACTORS	TOTAL POINTS FOR THIS CRITERION
<i>Technical Merits/Approach of Proposed Solution</i>	35%
<i>Product Support and Customer Service</i>	25%
<i>Experience, Qualifications, Financial Strength</i>	25%
<i>Contract Cost</i>	15%
<i>Financial Stability</i>	Pass/Fail
<i>Adherence to Mandatory Requirements</i>	Pass/Fail
<i>Ability to provide redundancy in assignment of development resources</i>	Pass/Fail

- *If the RFP required a minimum amount of experience or qualifications, the State will award no points for meeting the minimum. The State will award points for experience and qualifications that exceed the stated minimums.*
 - *The State will not consider any prompt payment discounts terms proposed by the offeror in evaluating cost.*
- 2.8. **DEMONSTRATION:** A demonstration may be required if it will help the evaluation committee measure the rated factors. After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the evaluation scoring. Offerors will be responsible for all costs associated with the providing the demonstration.
- 2.9. **SITE INSPECTION OF OFFEROR'S FACILITY:** The State may conduct on-site visits to the offeror's firm or offeror's customer where the offeror is performing a comparable service to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the State will conduct the site inspection at the State's expense.
- 2.10. **INDEPENDENT REVIEW:** Per Vermont statute, all information technology contracts with a value of \$500,000 or more must undergo an "independent review" by an uninvolved party who is engaged by the State Chief Information Officer to review the decision of the contracting agency in its selection of a particular information technology proposal. The cost of the independent review is borne by the State. This review includes the following elements:
- An acquisition cost assessment
 - A technology architecture review
 - An implementation plan assessment
 - A cost/benefit analysis
- 2.11. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
- 2.12. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response. The state reserves the right to purchase hardware or software recommended in the vendors proposal from any state contract in force.
- Vendors planning to submit a bid are advised of the following:
- 2.12.1. The State of Vermont expects the vendor to agree to the Standard State Provision for Contracts and Grants outlined in Attachment C.
- 2.12.2. If the vendor wishes to propose an exception to any Standard State Provision for Contracts and Grants, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the RFP but raised during

contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

- 2.12.3. All contracts are subject to review and approval by the Attorney General and Secretary of Administration. A separate software license and maintenance support agreement consistent with the restriction noted in number 2 above will be required for all major software, if any, proposed for this project.
- 2.12.4. Once awarded, the term of the Contract will be from the award date forward through the time period of two (2) years. The Department may renew this Contract for an additional two one-year renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The Department may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. The vendor should guarantee their rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the vendor agrees to apply those same discounts and offerings to the State of Vermont.
- 2.12.5. The State of Vermont has no legal authority to indemnify a vendor, and that issue is not negotiable.
- 2.13. **LOCATION OF WORK:** Due to the nature of this proposal, the State is open to proposals where the project work is conducted from offsite locals but this must be established by mutual agreement between the Bidder and the State.
- For work conducted at state facilities, the State will provide a project facility with desks, telephone, LAN connections, and printers. The State will not pay bidders cell phone bills.
- The successful bidder will be required to complete a non-disclosure agreement.
- 2.14. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 2.15. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
- 2.16. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
- 2.17. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
- 2.18. **AMENDMENTS:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
- 2.19. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

- 2.20. **BUSINESS REGISTRATION:** To be awarded a contract by the State of Vermont an offeror must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>
- 2.21. **CONTRACT NEGOTIATION** - Upon completion of the evaluation process, the State may select one or more Service Providers with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with the Service Provider, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Service Provider, the State reserves the option of negotiating with another Service Provider.
- 2.22. **SOFTWARE LICENSE AND MAINTENANCE AGREEMENT REQUIREMENTS** - The bidder shall provide –State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the vendor's proposal.

As already noted, the State of Vermont has no legal authority to indemnify a vendor, and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Vendor wishes the State to sign, and those issues are not negotiable. Vendors who are not able to legally enter into a contract under those conditions should not submit a bid.

3. SPECIFIC BID REQUIREMENTS:

- 3.1. **MANDATORY BID REQUIREMENTS:** We expect a Commercial-Off-The-Shelf (COTS) solution, that is web-based, and currently in General Release and in production in at least one organization. Please refer to Section 3.9 for detailed functional requirements.
- 3.2. **VENDOR SUPPORT/TRAINING:**
- 3.2.1. **TRAINING:** We expect the vendor to provide a Train The Trainer deliverable which provides the following results:
- 3.2.1.1. Provide the State with the option for up to 10 State, district or consultant staff (the Trainers) to effectively train other users (Trainees) on proposed solution on up to 90% of the material the Trainers received training on.
- 3.2.1.2. Offering of "on demand" training module to support ongoing training needs of new users.
- 3.2.2. **SUPPORT:** We expect the vendor to provide ad-hoc support of proposed solution via telephone, email, and remote control (i.e. Web-Ex), Monday – Friday, 8am-5pm, excluding State of Vermont holidays.
- 3.3. **DOCUMENTATION:**
- 3.3.1. **Help Screens:** We expect vendor to provide on-line context sensitive "Help" screens which describe how a function is done. The context should be based on where the user positions the cursor, and the information displayed should be related to the cursor location.
- 3.3.2. **User Guide:** We expect vendor to provide a User Guide provided detailed instruction for how to use the system.
- 3.3.3. **System Administration Guide:** We expect vendor to provide a System Administration Guide, which describes, at a minimum, how to configure the solution to meet State of Vermont needs, set up users, configure user and group rights, and display activity logs.
- 3.3.4. **Technical Administration Guide:** We expect vendor to provide a Technical Administration Guide, which describes, at a minimum, how to install, configure, and manage the application on State of Vermont or 3rd party hosted servers, including application, web, and database servers.

3.4. PACKAGE HARDWARE AND SYSTEM SOFTWARE ENVIRONMENT:

- 3.4.1. Describe underlying technology, specifically programming language, development tool(s) used, database, operating system requirements, server requirements, and workstations requirements.
Preference will be given to solutions based on SharePoint technology, given State of Vermont investment in this technology as well as ability facilitate easy to create add-ons, such as WebParts, Wikis, and Discussions.
- 3.4.2. Describe how the application supports Browsers: Microsoft Internet Explorer V7 and above, Mozilla Firefox V3 and above, Apple Safari V4 and above, and Google Chrome V5 and above.
- 3.4.3. Describe how the application support Windows XP and above, and MacOS10.5 and above
- 3.4.4. Ability to set data quotas by user group
- 3.4.5. Demonstrate how the solution is ADA-compliant
- 3.4.6. Site layout can be easily customized (e.g. Resource Library can be broken into sub-headings such as All Content, Assessment Library, Program Name Library, My Library, etc.)
- 3.4.7. Rights assigned to Resource Library/Subject Content areas, providing Administrator, Author, Reader rights, at a minimum

3.5. SOFTWARE LICENSING:

- 3.5.1. Please describe how your software is licensed (i.e. named user, concurrent user, server, processor, unlimited, etc.). We expect to have up to 13,000 named users and perhaps 1,000 concurrent users at any given time.

3.6. APPLICATION AND DATABASE ARCHITECTURE:

- 3.6.1. Please describe in detail the underlying SYSTEM ARCHITECTURE of the solution you are proposing, including all hardware, software, peripherals, etc. Please note where 3rd party products/solutions are used.

3.7. INDUSTRY STANDARDS AND CERTIFICATION:

- 3.7.1. Please describe industry standards and certifications your solution meets.

3.8. TUNING AND MEASUREMENT:

- 3.8.1. Please describe your criteria and process for testing and ensuring the system will support the anticipated data load on the servers, providing response time of < 1 second.

3.9. FUNCTIONAL REQUIREMENTS:

3.9.1.The Base Functionality DOE seeks in an Instructional Resource and Collaboration Site:

- 3.9.1.1. Facilitates the creation and dissemination of instructional resources by users who are working together to ensure that the content is of high quality
- 3.9.1.2. Promotes cross-school collaboration by enabling educators to locate other users through the IRCC with whom to collaborate on instructional work and communicate about instructional practice.
- 3.9.1.3. Provides for the targeting of information/content to users at group identity levels
- 3.9.1.4. Includes a user-friendly means for educators to reference state and national standards in instructional content, including VT's Grade Expectations and Frameworks of Learning Opportunities and the National Common Core standards as those become available.
- 3.9.1.5. Provides ways for educators to organize (search, collect, save) content from across the database (across multiple schools, districts, regions) so that they can plan instruction and connect resources
- 3.9.1.6. Includes reporting features that provides users with information about standards-basis of instructional materials
- 3.9.1.7. Includes features to further communication about instructional practices in a moderated setting to enhance professional development so that educators can get the support needed to implement and reflect on new ideas and realize meaningful changes in the learning experiences of students (e.g. discussion boards, wikis, etc)

3.9.2.The Specific Functionality DOE seeks in an Instructional Resource and Collaboration Site:

The following describes DOE's specific functional requirements of the software. Per the RFP RESPONSE section, please describe how your solution supports each of the following objectives:

3.9.2.1. CONTENT MANAGEMENT

- 3.9.2.1.1. Ability to create standard template(s) into which content can be developed and submitted
- 3.9.2.1.2. Ability to manage submitted content, including version control as well as manual and automated expiration of content
- 3.9.2.1.3. Ability to enter and retain unit plans, lesson plans, assessment items, resources or supporting resources, using templates
- 3.9.2.1.4. Ability to assign keywords to content which are then used in a search function
- 3.9.2.1.5. Ability to require jurying for content
- 3.9.2.1.6. Ability to designate content as "Draft", "Published", or other status which can be defined at a system-wide level
- 3.9.2.1.7. Ability to assign schools to a group or tier
- 3.9.2.1.8. Ability to target content to schools by tier (i.e. Target content to Tier 3 school)

3.9.2.2. STANDARDS

- 3.9.2.2.1. Ability to define and name Standards/rubrics and save as a "Standards Template"
- 3.9.2.2.2. Ability to define a new Standard using a "Standards Template" as a starting point, with the ability to easily find the "right" "Standards Template" to start with, based on certain search criteria (e.g. educators type in "inquiry" and see all standards that reference inquiry)
- 3.9.2.2.3. Ability to map curriculum and assessments to specific standards
- 3.9.2.2.4. Ability to report on how curriculum does or does not meet selected/assigned standards. Specifically, Vermont uses a term called Grade Expectations (GE) which is a stated objective that relates directly to Vermont standard and associated evidence. A GE differentiates performance on content knowledge or skills between adjacent clusters of grade levels (i.e., Pre-K, K, 1-2, 3-4, 5-6, 7-8, 9-10). GEs describe clearly what students will do to show that they understand a designated concept. As a set, GEs should lead to focused, coherent, and developmentally appropriate instruction without narrowing the curriculum and can be used for local curriculum and assessment development. This could be viewed as a standard which we would need to define within the system.
Support for Fed Standards: Common Core State Standards (see <http://www.corestandards.org>) (ESEA: Elementary Secondary Education Act)

3.9.2.3. ASSESSMENT

- 3.9.2.3.1. Ability to measure results and competencies against standards/rubrics

3.9.2.4. COLLABORATION

- 3.9.2.4.1. Ability for educators to publish curriculum and assign rights to the content (i.e. at a system-wide level, district level, school level, grade level, particular group of users, etc.)
- 3.9.2.4.2. Ability for users to rate content (i.e. like the Amazon.com customer rating model); It should NOT be anonymous rating, it should identify the rating author
- 3.9.2.4.3. Ability for users to subscribe to/unsubscribe from content of interest by topic, author, and keywords

- 3.9.2.4.4. Ability for users to give feedback to the author regarding content
- 3.9.2.4.5. Ability for users to be notified of changes to specific content or topics they've selected as important (topic, author, keyword); Updates could be achieved through email and/or RSS feed
- 3.9.2.4.6. Ability to submit items to Discussion Groups/Threads; Sample discussion groups:
 - 3.9.2.4.6.1. Instructional practice
 - 3.9.2.4.6.2. Specific instructional item
 - 3.9.2.4.6.3. Professional Learning Organizations

3.9.2.5. USER EXPERIENCE

- 3.9.2.5.1. On-line training tutorials
- 3.9.2.5.2. Personalized dashboard (my state, my SU, my School)
- 3.9.2.5.3. Search for content and other users should allow detailed granularity as well as system-wide inclusion, including but not limited to: by school, district, grade, topic, content area (i.e. wiki, discussion, assessment, curriculum, etc.)
- 3.9.2.5.4. Ability to present to user at log on, an "Agreement" (see below). If the user AGREES, they are allowed to continue, otherwise, they are not allowed to continue.
 - 3.9.2.5.4.1. The content is in Public Domain.
 - 3.9.2.5.4.2. Prohibited from posting confidential educator or student information, as well as personally identifiable information.
- 3.9.2.5.5. Ability to create links manually between and among content
- 3.9.2.5.6. Ability for system to establish links to related content, based on the content viewed per user (i.e. "you might also be interested in...")
- 3.9.2.5.7. Reports:
 - 3.9.2.5.7.1. Content not accessed within x period of time
 - 3.9.2.5.7.2. Usage by user (date last logged in, session duration, etc.)
 - 3.9.2.5.7.3. Content, grade level, and standards addressed by shared instructional resources
 - 3.9.2.5.7.4. Calendars in day week or month format
 - 3.9.2.5.7.5. Content from resource library
 - 3.9.2.5.7.6. Template usage -- what templates were being used and by what types of users
- 3.9.2.5.8. Ability to UPDATE docs/content already posted
- 3.9.2.5.9. WYSIWIG Editor (bullets, font, bold, etc.)

3.9.2.6. MISCELLANEOUS

- 3.9.2.6.1. Please describe your experience in how to encourage contributors to submit content
- 3.9.2.6.2. Please describe your experience in how incentives have worked to recognize highly rated content.
- 3.9.2.6.3. Please describe your experience with linking other community resources into this resource (i.e. museums, libraries, educational service agencies).

3.10. **PROFESSIONAL SERVICES REQUIREMENTS:**

- 3.10.1. Please describe the roles/titles of each person you will assign to this project and which deliverable(s) that role will play a major part in delivering.
- 3.10.2. Please provide a project Organization Chart.

3.11. **PROJECT MANAGEMENT:**

- 3.11.1. Please describe your approach to and methodology used regarding Project Management.
- 3.11.2. Please provide a Project Plan for a project you have completed which you feel is similar in scope to this project.
- 3.11.3. Please specify whether you will utilize a certified Project Management Professional (PMP) on this engagement.

4. **COST PROPOSAL:**

- 4.1. Please provide, under separate cover, a fixed price proposal to deliver the solution you propose, separating the pricing into Recurring and Non-Recurring Charges to cover a 5 year period:

	RECURRING	NON-RECURRING
4.1.1. Software: Hosted Pricing using the following infrastructure models:		
4.1.1.1. On-premise (hosted by State of Vermont)		
4.1.1.2. Hosted by software/solution vendor		
4.1.1.3. Hosted by 3rd party hosting service		
4.1.2. Software: Not Hosted		
4.1.3. Services		
4.1.4. Hardware		
4.1.5. Post Implementation Maintenance		
4.1.6. Annual Maintenance		
4.1.7. Annual Support		
4.1.8. New Releases- The point at which a new release requires relicensing fees		
4.1.9. Other		

5. **VENDOR RESPONSE CONTENT AND FORMAT:** The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.
- 5.1. **NUMBER OF COPIES:** Submit an unbound original (clearly marked as such) and three (3) paper copies and one (1) CD-ROM copy.
- 5.2. The bid should include a Technical Response and a separate Pricing Response.
- 5.3. The separate Pricing Response must include an original and three (3) paper copies and one (1) CD-ROM copy.
- 5.4. **INFORMATION TECHNOLOGY SOLUTION:** Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3. Responses must be in the same sequence as they appear in Section 3. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.
- 5.5. **PRODUCT SUPPORT AND CUSTOMER SERVICE:** Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3. Responses must be in the same sequence as they appear in Section 3. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.
- 5.6. **ACKNOWLEDGEMENT OF TERMS:** Include a statement acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions. Any proposed exceptions have to be noted here as part of the RFP response.
- 5.7. **EXPERIENCE AND QUALIFICATIONS:** Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the title, resume, and description of the type of work the individual will perform about each person listed.
- 5.7.1. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.
- 5.7.2. Offerors must provide a minimum of three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. The State invites offerors to provide letters of reference from previous clients.
- 5.8. **FINANCIAL REQUIREMENTS:**
- 5.8.1. The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dunn and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. An offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.
- 5.8.2. Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.
- 5.8.3. A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

- 5.9. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.10. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SELF REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.11. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SUBCONTRACTOR REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.12. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** This form must be completed and submitted as part of the proposal to be considered valid.

6. SUBMISSION INSTRUCTIONS AND CHECKLIST:

- 6.1. **CLOSING DATE:** The closing date for the receipt of proposals is specified in the timeline above.
- 6.2. The bid opening will be held at 10 Baldwin St, Montpelier, Vt. and is open to the public. The bid opening will be August 4, 2010 at 3:00 PM
- 6.3. **OFFERERS SUBMISSION CHECKLIST:**
 - 6.3.1. Hard Copies (3) – (Reference 5.1.)
 - 6.3.2. Original Unbound Master (1) – (Reference 5.1.)
 - 6.3.3. Transmittal Letter – (Reference 5.2)
 - 6.3.4. CD – (Reference 5.1.)
 - 6.3.5. References – (Reference 5.7.2)
 - 6.3.6. Standard State Provisions for Contracts and Grants – (Reference Attachment C)
 - 6.3.7. **TAX FORM (Reference Attachment C)**
 - 6.3.8. Offshore/Outsource form – (Reference Attachment B)
 - 6.3.9. Certificate of Compliance – (Reference Attachment A)
 - 6.3.10. License & Maintenance Agreements – (Reference 2.20 if applicable)
 - 6.3.11. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting-if required
 - 6.3.12. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting-if required
- 6.4. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.
 - 6.4.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.
 - 6.4.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.
 - 6.4.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings

are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

6.5. DELIVERY METHODS:

- 6.5.1.U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
- 6.5.2.EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- 6.5.3.HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- 6.5.4.ELECTRONIC: Electronic bids will not be accepted.
- 6.5.5.FAX BIDS: FAXED bids will not be accepted.

7. ATTACHMENTS:

- 7.1. Attachment A: Certificate of Compliance
- 7.2. Attachment B: Offshore Outsourcing Questionnaire
- 7.3. Attachment C: Standard State Provisions for Contracts and Grants (January 8, 2009)
- 7.4. Attachment D: Commodity Purchases Terms and Conditions (if applicable)
- 7.5. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
- 7.6. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

ATTACHMENT A: Certificate of Compliance

RFP:
DATE:

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

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? _____ Yes _____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting Form 1 of 2

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

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

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

**Subcontractor Reporting
Form 2 of 2**

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

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

ATTACHMENT B: Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date:

ATTACHMENT C: Standard State Provisions - FOR CONTRACTS AND GRANTS

- 1. 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.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. 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.
- 4. Appropriations:** 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.
- 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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. 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.

13. Taxes Due to the State:

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

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

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

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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.

(End of Standard Provisions)

ATTACHMENT D: OTHER CONTRACT PROVISIONS

1. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.

2. All products of the Contractor's work under this Contract, including but not limited to, outlines, reports, manuals, materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, computer programs, and any and all other intellectual property, become the sole property of the State of Vermont, and may not be copyrighted or resold by the Contractor without the prior written approval of the State. In the event that the Contractor should request from, and be given permission by, the State to use the intellectual property which is the subject of this Contract for his, her or its own purposes, the Contractor shall not imply or represent any form of endorsement or collaboration on the part of the Vermont Department of Education.

1.