



Office of Purchasing & Contracting

10 Baldwin St

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Montpelier VT05633-7501

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802-828-2222

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

**SEALED BID
INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL
FOR**

**Retainer Contract Opportunity for
Website and Web Application Design Services**

Expected RFP Schedule Summary:

DATE POSTED	6/27/2012
QUESTIONS DUE	7/6/2012 3:30 PM
PROPOSALS DUE	7/25/2012 3:00 PM
SELECTION NOTIFICATION	8/15/2012

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

TELEPHONE:

(802) 828-2210

E-MAIL:

John.McIntyre@state.vt.us

FAX:

(802) 828-2222

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1 Overview and General Information

1.1 Overview:

The Dept of Information & Innovation (DII) is seeking proposals from vendors who may be qualified to provide the State of Vermont with Web related design services. This is a Request for Proposals (RFP) to pre-qualify vendors who can perform the web design service(s) described herein.

Notice: This RFP serves to initiate a process with the intent of adding new Web Services vendors to the State of Vermont prequalified list

1.2 Background and Scope:

The State of Vermont plans to establish multiple contracts with multiple vendors to provide web design services to state agencies. Proposals must conform to the mandatory requirements herein.

- When a State agency or department (Agency) has a need for web design services, the Agency will prepare and deliver a statement of work (SOW) to the pre-qualified vendors on the list.
- Vendors will then submit proposals within the date and time established by the Agency.
- Following proposal evaluation, the Agency may enter into a services agreement with the selected vendor.
- The resultant agreement will be administered by the Agency.
- Web development based on the delivered design will likely be accomplished by a third party.

Pre-qualified vendors are not expected or intended to meet all the web design service needs of State government. Projects over \$100,000 require individual RFPs.

1.3 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.

E-mail Address: John.McIntyre@state.vt.us

1.4 Questions and Answers

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 6, 2012 @3:30PM**. 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.

1.5 Instructions for Bidders: see sections 5 and 6.

1.6 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 on the Proposal Due Date.

RFP Published	June 27, 2012
Questions Due	July 6, 2012 3:30 PM
Answers to Questions Posted	July 11, 2012
Proposal Due (see section below for detailed instructions on Proposal Format and submission instructions)	July 25, 2012 3:00 PM
Finalist Selection / Notification	August 15, 2012
Notification of Award	TBD
Contract Dates	2 yrs with 2 one year renewals

2 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 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

2.3 Invoicing

All invoices are to be rendered by the Contractor on the Contractor'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.

Agency shall in all events be permitted to hold back an amount of not more than ten percent (10%) of any amount that is payable by Agency to Contractor. Agency shall pay the then accrued retainage to Contractor within thirty (30) days following Final Acceptance.

2.4 Cancellation

The State specifically reserves the right to cancel the contract or the SOW, or any portion thereof, if, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract or the SOW.

2.5 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.

2.5.1 Evaluation of proposals and contract award

The State reserves the right to reject proposals that contain material deviations from the requirements herein. It is understood that all proposals, whether rejected or not, will become part of State's official file.

2.5.2 Evaluation Criteria

These awards will be made based on an analysis of the vendor's overall capability and past experience. The successful vendors will have a demonstrated ability to provide the services for which they are seeking pre-qualification. Evidence of successful past engagements and references must be supplied and will be verified. The successful vendor must be able to apply standard best practice IT project management principles to the projects they are proposing.

Proposals that do not meet the mandatory proposal submission requirements will be rejected. Minimum mandatory proposal submission requirements include an original transmittal letter signed by an authorized company representative; an executive summary of company qualifications; and completed Vendor participation table (Appendix A).

2.6 Prequalification

It is expected that the pre-qualified vendor list will be updated every two years through this qualification process.

The provisions of this process and the selected proposals, which will be incorporated in any contract, any additional clauses or provisions required by federal or state law or regulation in effect at the time of execution of the resulting contract will be included. Since the standard State of Vermont Agreement to Purchase Services is updated periodically, the vendor will be expected to accept the current Standard State Provisions for Contracts and Grants posted at the Division or Purchases web site at:

- http://bgs.vermont.gov/sites/bgs/files/pdfs/purchasing/Multi-Use%20ATTACHMENT%20C_Contracts_Grants_rev7-1-2012.pdf.

The SOW's generated by State Agencies using the pre-approved Vendor List will be time and materials or fixed price as specified in the SOW. Once the State has awarded the consolidated IT retainer contract described herein, SOW requirements will be satisfied through use of the Vendor List and the SOW signed Agreement with the chosen vendor.

2.7 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 information be marked confidential. Responses so marked may not be considered.

2.8 Contract Terms

The selected vendors will sign a contract with the State to provide the services named in their response. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will be in 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 support, and/or service offered in their response.

Vendors planning to submit a bid are advised of the following:

1. The State of Vermont expects the vendor and their legal counsel to carefully review and be prepared to be bound by the ***Standard State Provisions for Contracts and Grants*** outlined in Attachment C.
2. **Proposals expressing any exceptions to the State's terms and conditions may be subject to disqualification.**
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 will be required for all major software, if any, proposed for a project.
4. Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The Department may renew this Contract for additional 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.
5. 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.

2.9 Location of Work

As a general rule, project work will be done within the State of Vermont. Occasional exceptions to this rule may be established by mutual agreement between the Contractor and the State.

The successful bidder will be required to complete a non-disclosure agreement.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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>

- Vendor 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>

2.17 Contract Negotiation

Upon completion of the evaluation process, the State will select Service Providers with which to negotiate contracts, 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.

2.18 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 Scope

3.1 Specifications and Requirements

The work requested for this RFP will not consist of any coding or development of either Websites or applications. The work requested will consist entirely of working with state entities to gather requirements and create materials that will feed a separate development process.

3.1.1 Website Analysis & Design

Description - Service to provide analysis of communications needs and both functional and graphic design for new and redesigned Websites following all relevant State of Vermont Policies, Standards and Guidelines. The following are characteristics of this service category:

1. Analysis – Provide expert guidance in developing a communications strategy for individual state websites taking into account the objectives of the site owner and the State as a whole. Assist the Website owner in understanding how users will interact with the site. Identifying what design decisions will best promote these objectives.
2. Website Design – Work with the Website owner to design a fully realized Website including:
 - Identify content either through advising on the collection of new materials or identifying materials already extant on a legacy Website.
 - Organize the content into a complete taxonomy.
 - Develop a navigational interface that will allow user friendly access to the primary navigation as defined in the taxonomy as well as secondary navigation that targets

information for particular constituencies and/or most commonly accessed content.

- Develop a wireframe mockup that is in keeping with the standards provided by The Director of Web Services and the Chief Marking Officer of the State of Vermont.
- Develop a draft graphical design for the site including site colors and any images that are important for the site's initial launch. Again this design should be compliant with all relevant State of Vermont Policies, Standards and Guidelines.
- Develop a sample schedule of updates required on a monthly basis after launch to keep the features on the site current and fresh and ascertain that the required support is in line with the site owner's available resources. If ongoing support requirements are not sustainable then rework the design.
- Create a draft specification that includes all necessary details and materials required to allow a Web Developer to implement the design.
- Submit the draft to The Director of Web Services for approval and work with the Director to adjust the design if necessary.
- Manage sign-off of the design with the Website owner.

3.1.2 Web Application Design

Description – Service category to provide Application Design for Web facing applications.

1. Analysis – Work with the application owner to create a complete business process document including:
 - All inputs and outputs
 - Data storage and transmittal
 - Workflow both within and external to the application
 - Fulfillment process if needed
 - Payment process if needed
2. Design – Create a complete Requirements Document for the application including at least:
 - A complete workflow diagram for the application
 - A wireframe mockup that is in keeping with the standards provided by The Director of Web Services and the Chief Marking Officer of the State of Vermont. This would include a mock-up of all interface pages both Web facing and administrative showing all data fields and controls required for full functionality that cites the workflow diagram
 - Develop a draft graphical design for the site including site colors and any images that are important for the site's initial launch. This design should be compliant with all relevant State of Vermont Policies, Standards and Guidelines.
 - A description of data storage and transfer requirements
 - Complete information on any external connections required especially method of interaction with any legacy systems
 - A description of any financial transactions required as a part of the application

- The final product of this process will be an electronic file that will be submitted to the Director of Web Services
- 3. Sign-off – Confirm that the design is acceptable to all parties:
 - Submit the draft to The Director of Web Services for approval and work with the Director to adjust the design if necessary
 - Manage sign-off of the design with the Website owner

3.2 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 insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. These may include, but are not limited to:

- *The State's Information Technology Policies & Procedures* at: http://dii.vermont.gov/Policy_Central
- *The State's Record Management Best Practice* at: <http://vermont-archives.org/records/standards/pdf/RecordsManagementBestPractice.pdf>
- *The State Information Security Best Practice Guideline* at: http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice_Eff.20090501.pdf
- *The State Digital Imaging Guidelines* at <http://vermont-archives.org/records/standards/pdf/ImagingGuideline2008.pdf>
- *The State File Formats Best Practice* at http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice_Eff.20071201.pdf
- *The State File Formats Guideline* at <http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2008.pdf>
- *The State Metadata Guideline* at <http://vermont-archives.org/records/standards/pdf/MetadataGuideline2008.pdf>

3.3 Performance Measures

In accordance with current State of Vermont policy and procedures, the contract may include vendor performance measures. The specific performance measures will be determined during the contract negotiation process. These measures may include the possibility of rewards or penalties.

4 Vendor Response Content and Format

The State discourages 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.

4.1 Number of Copies

Submit an unbound original **(clearly marked as such)** **and** three (3) paper copies **and one** (1) CD-ROM copy.

The bid should include a Transmittal Letter **and** Technical Response.

4.2 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.

4.3 Acknowledgment of Terms

A statement from the vendor and its legal counsel acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions with any exceptions or additional provisions noted. (These will be considered when making an award).

4.4 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.

4.4.1 Subcontractors

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.

4.4.2 References

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.

4.5 Financial Requirements

4.5.1 Financial Strength

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.

4.5.2 Viability

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.

4.5.3 Confidentiality

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.

4.6 Certificate of Compliance

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

4.7 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.

4.8 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.

4.9 Offshore Outsourcing Questionnaire

This form must be completed and submitted as part of the proposal to be considered valid.

4.10 Technology Vendor Qualification Form

This form must be completed and submitted as part of the proposal to be considered valid.

5 Submission Instructions and Checklist:

5.1 Closing Date

The closing date for the receipt of proposals is **July 25, 2012 at 3PM**. Bid must be delivered prior to **3PM** to:

***Vermont Purchasing and Contract Administration Division
Office of Purchasing & Contracting
10 Baldwin St,
Montpelier VT 05633-7501***

Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.

The bid opening will be held at Office of Purchasing & Contracting, 10 Baldwin St, Montpelier VT05633-7501 and is open to the public.

5.2 Submission Checklist

- A. Hard *Copies* (3) – (Reference 4.1)
- B. Original Unbound *Master* (1) – (Reference 4.1)
- C. Transmittal Letter – (Reference 4.1)
- D. CD – (Reference 4.1)

- E. References – (Reference 4.4.2)
- F. Standard State Provisions for Contracts and Grants (Reference Attachment C)
- G. Offshore/outsource form – (Reference Attachment B)
- H. Certificate of Compliance – (Reference Attachment A)
- I. License & Maintenance Agreements – (Reference 2.18 if applicable)
- J. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
- K. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting
- L. Technology Vendor Qualification Form.

5.3 Sealed Bid Instructions

- A. All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, Office of Purchasing & Contracting, 10 Baldwin St., Montpelier, VT 05633-7601. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.
- B. All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.
- C. Purchasing and Contract Administration Division 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>.
- D. All bids will be publicly 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.

5.4 Delivery Methods:

- A. 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.
- B. 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.
- C. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- D. ELECTRONIC: Electronic bids will not be accepted.
- E. FAX BIDS: FAXED bids will not be accepted.

Attachments

Attachment A: Certificate of Compliance

Attachment B: Offshore Outsourcing Questionnaire

Attachment C: Standard State Provisions for Contracts and Grants (7-1-2012)

Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

Technology Vendor Qualification Form

REMEMBER!

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:

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

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

Attachment A: Certificate of Compliance

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 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 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. 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: N/A days after notice of award Terms of Sale: N/A
(If Discount)

Quotation Valid for: N/A days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

Worker's Compensation; State Contracts Compliance Requirement

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: _____

Signature (Bid Not Valid Unless Signed)*

Name: _____

(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:

RFP Version 06152012

Signature of Bidder:

Date:

ATTACHMENT C
CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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 coverage is 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 coverage 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 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 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.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

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, as amended, 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 subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

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.

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

Technology Vendor Qualification Form-Contract award will be made in the best interest of the State and that the award decision(s) will be final. This document for the qualification of the bidder will be incorporated into and form the basis of any resulting legal contract(s). Once notified of qualification a W9 will be needed to enter in the Vendor Name and information into the States Vision System for a Contract number to be generated.

Vendor Name:

Address:

City:

State:

Zip:

CHECK ALL THAT APPLY		
☐ Corporation State of _____	☐ Partnership	☐ Individual
☐ Contractor	☐ Consultant	☐ Vendor
☐ Joint Venture	☐ Sole Proprietor	☐ LLC
☐ Manufacturer	☐ Distributor	☐ Manufacturer's Authorized Distributor
DESCRIBE WORK, PRODUCTS, EXPERTISE OR SERVICES PROVIDED		
☐ IT Consulting	☐ IT Hardware	☐ Software Engineering
☐ SharePoint Development	☐ Wireless	☐ Other _____
List Similar work/projects performed recently (within the past 18 months).		
List work/projects performed recently for the State of Vermont (within the past 18 months).		
Trade References. (Please list at least three (3) i.e.: manufacturers, subcontractors, customers)		
NAME	ADDRESS (Include city, state, zip code and telephone numbers)	
5. FINANCIAL REFERENCES (Business)		
Average annual volume of work. (Last five (5) years) \$		

Office Phone:

Cell Phone:

Fax:

Primary Contact:

E-mail:

HOW MANY YEARS HAS THE ORGANIZATION BEEN IN BUSINESS?
How many years at listed location?
How many years under present name?
Under what other or former name(s) has organization operated?
Headquarters office location:

• Other locations:
• Is this organization owned or controlled by another firm? ☐ Yes ☐ No
• If "Yes", name, address and telephone number of firm.