

**State of Vermont
Department of Education**

Request for Proposals

- Purposes:
- Part I To provide to the Vermont Department of Education a Web-based online calibration service for all Grade Two teachers in preparation for the administration of the VT Developmental Reading Assessment for all second graders.
 - Part II To provide services in production and aggregation of the data from the Grade Two mandated state assessment and to provide additional technical services at the Summer Auditing Institute in Rutland, VT in July 2007.

Release Date: December 13, 2006

Proposal Due Date: January 15, 2007

**Letter of Interest Or
Fax Notification**

Due Date: December 27, 2006

**Fax: 802-828-6563
Vermont Department of Education**

Standards and Assessment Division

Request for Proposals

PART I Introduction

With the intent of increasing efficiency and effectiveness, the Vermont Department of Education (DOE) issues this Request for Proposals (RFP) for a vendor hosting online a teacher calibration service which will allow teachers to score sample portfolios via the Web. Resulting scores will be compared and evaluated against a known result for accuracy. The service will also allow teachers, principals and DOE employees to view reports of scores and results. In addition to minimizing time and effort for teachers, the calibration service will also maintain the high standards for technical adequacy of assessments adopted by the Vermont State Board of Education. The objective in issuing this RFP is to provide a competitive means in which to select a single qualified provider for this service. DOE will base the qualified provider selection on the following criteria:

- Experience in providing web based services
- Qualifications in technical aspects of scorer calibration
- Proposed plan for calibration training pieces and feedback to the calibrating teacher.
- Ability to implement the VT DOE's proposed plan for calibration training.
- Ability to provide technical assistance to the VT DOE in analyzing data.
- Cost

The scope of services and suggested means of executing them described in this RFP provide a framework for the Contractor, who is encouraged to address each task in the most creative and efficient manner possible. The Contractor is required to identify the critical cost factors in the scope of service and to itemize activities. This does not require/ or use of confidential information related to VT students and teachers.

Period of Services Requested for Part I

The services of online calibration described in Part I of this RFP are to be delivered over time from February through December, 2007. Upon satisfactory completion of all services, Part I and Part II of the contract may be renewed through negotiation for three additional 12 month periods.

Description of Services Requested

To provide to the Vermont Department of Education a Web-based online calibration service for all Grade Two teachers in preparation for the administration of the VT Developmental Reading Assessment for all second graders.

Scope of Services Requested

- A. A letter shall be created by the Contractor, introducing teachers, principals and superintendents to the online calibration process. These letters shall then be sent to the field by the Department of Education. It will be necessary for the Contractor to have on their Web site a FAQ document, e-mail communication and

an 800 number for user communication. This is to be sent to the schools by February 5, 2007.

- B. The service must offer a clear registration process to register teachers, principals and superintendents. An important element is the ease of registering on line. Access to the site must be password protected with individual logins for teachers and administrators. Teachers and administrators shall select a user name, password and email address upon registration. This registration process begins as soon as the schools receive their letter from the Contractor on February 5, 2007.
- C. The Department of Education is requesting an online calibration service to enable teachers to calibrate online 10 pieces that include oral and written components. during the month of March. Some teachers will need to go online on February 14, 2007 (two weeks before the actual window of calibration) and during the calibration window, to experience scoring training pieces and to view the training pieces true scores and rationales.
- D. Upon receiving assessment scoring guides, examples of student work, and scoring rationales, from the VTDOE on February 1, 2007 the Contractor shall turn the existing MS Word products into PDF files that teachers can use as on-line references when training.
- E. The Contractor shall provide paper calibration materials and a scoring service for schools that do not have the technical capability to access the online calibration service. The Contractor shall provide an online data entry system that will allow these schools to enter their calibration results into the online school database.
- F. After the calibration window has closed on March 30, 2007, the Contractor shall review data to ensure that all results are accurate and shall notify all participants that the calibrators' scores are final and that scores and rationales are available online in a printable PDF format and printable. Each School Principle shall be able to view his/her school's results and print them. Reports for the superintendents will be organized by each second grade in their district.
- G. The Contractor shall, by April 11, 2007, after having certified the results, release scores and shall notify teachers, principals and superintendents by e-mail that their scores will be available on line. Each scorer will be able to go online and download their results and principals may view their teachers' scores. Superintendents shall be able to download a report of the teachers in their supervisory union.
- H. The Contractor will keep the calibration data available online until the conclusion of the contract. If the contract is renewed and the DOE requests, the Contractor shall keep the previous year's data online, allowing teachers and administrators to see multiple years of results within one system.
- I. The most recent version of the following web browsers shall be fully tested and supported by the following online calibration service:
Microsoft Internet Explorer (PC), Microsoft Internet Explorer (Mac), Firefox, /Netscape (PC), Safari (Mac), and Opera (PC).
- J. Reports generated by the Contractor for calibrators, principals and superintendents:
 - 1. Personal calibrator report
 - 2. School registration roster report
 - 3. School calibrators' roster report

4. Supervisory Union calibrators report
5. Participation summary report
6. Calibration success report
7. Scoring institute application report
8. Recalibration required report
9. Teachers roster report used to validate submitted teacher calibrators

PART II: Introduction to Part II

Period of Services Requested

The services described in Part II of this RFP will be delivered from February through December of 2007.

Description of Services Requested

To provide services in production, aggregation and reporting of the data from the Grade Two mandated state assessment, the VT Developmental Reading Assessment (VTDRA). In addition, to provide technical support, personnel, scanning equipment and working with staff and scorers on issues regarding reliability for the Summer Auditing Institute in Rutland, Vermont from July 9 -13, 2007.

Scope of Services Requested

In order to assess each second grader and check the reliability of the assessing teachers, the Contractor will aid the DOE in providing the following materials: producing student data forms, scanning, analyzing student data forms, and providing a random sample list from the student cassettes for the Summer Auditing Institute. In addition, the Contractor will provide 1,600 additional score sheets for double scoring and print other reports and data as needed for the Summer Scoring Institute. Finally, the Contractor shall provide online reporting of the summer auditing along with student scores.

There are approximately 6,600 second graders in Vermont schools. The number of teachers is close to 1,500. There are also a small number of publicly-funded second graders in private schools who must be assessed but whose results will not be rolled up with the state's results. The VTDOE will notify the Contractor about schools having these students.

The Contractor shall be the direct contact for school personnel with questions concerning the VTDRA. The Project Manager shall be available with a toll-free number. The Contractor will send a letter, developed in conjunction with the VT Department of Education, of Advance Notification to Principals, Superintendents and Curriculum Directors containing information on delivery dates, test administration dates and the Project Manager's name and 800 number for questions, problems and additional orders. This shall be delivered to schools by March 1, 2007.

In order to prevent late enrollments and multiple school shipments, VTDOE will provide to the Contractor a file of all superintendents and their schools containing their SU numbers, PS numbers, principals' names, addresses, and grade two enrollment and the demographic information no later than February 12, 2007. Within ten days of receipt, the Contractor will provide the VTDOE with a file showing how they adapted the information into their files. This will give VTDOE an opportunity to correct any information and add updates.

In order for the Contractor to print sufficient quantities of materials for each school's assessors, the VTDOE will provide the Contractor with the projected number of assessors per school. An additional overage of 10% needs to be sent and in case of very small schools, an additional two items of anything that the schools are to receive.

A. Breakdown of Contractor Responsibilities for the VTDRA:

1. The Contractor will design, print and send to the DOE, scannable, 2 page Individual Student Data Forms (ISDF) for the use of assessors during student assessments during the month of May, 2007. The VTDOE suggests an 11 ½ x 17 signature sheet, one form per student.
2. Packing list
3. Sample Selection Barcode file to be sent to VTDOE as well as barcode scanner.
4. Labels (4) preprinted by the Contractor for each student:
 - a. One for an observation record (to remain in the school) name, date of birth and student ID number
 - b. One for the scannable student data form: name, date of birth, gender and student ID with barcode
 - c. One for front side of tape: student number with barcode (side one)
 - d. One for back side of tape (side two)
 - e. Numbered blank labels to be provided for new students who are. Added to an enrollment list of a school. All of above labels to arrive at DOE by April 2, 2007
5. School batch headed sheets (recoded for each school) having the ISDF count Scan Sheet Reports
6. Transmittal sheets
7. Assessor Roster

(The above items are to be delivered to the VTDOE by April 2, 2007.)

8. Upon the completion of the school assessment at the end of May, the Individual Student Data Forms shall be over-nighted to the Contractor from VTDOE for scanning and processing necessary for creating reports that shall be produced by the Contractor.
9. Reports created upon completion of the May DRA scoring in schools:
 - a. Coding Errors Description: guidelines sent to the Contractor by the VTDOE, to produce a report of a school by school accounting, listing invalid data caused by teachers misrecording student performance levels. The Contractor will send an email to the principal, with a screen listing all of the students and highlighting those with coding errors, an edit screen and a follow-up to the VTDOE for those schools who didn't fix errors.
 - b. Comprehension box success: This report describes the percentage of student statewide who correctly answered each comprehension question
 - c. VTDOE Data Display: two versions, a report by student ID number outlining the information provided by local assessors

- for the students in the auditing sample and those students sampled whose errors were not corrected
- d. Band distribution report

B. Breakdown of Summer Auditing Institute Materials

1. VTDOE will send to the Contractor by June 1, 2007, a barcode label file to enable the Contractor to generate the 1,600 ISDF forms for Institute reading and resolution
2. The Contractor will provide 1,600 blank scannable forms, preprinted labels of the sampled students with Supervisory Union, school and student number that need to be delivered to the DOE by July 2, 2007
3. Precoded calibration 1 page ISDF scan forms
4. Live session header sheets (for scanning and count logistics)

C. Summer Auditing Institute Responsibilities

1. The Contractor will be on-site (rooms, and lunch provided by VTDOE daily) providing technical support, personnel and scanning equipment.
 - a. Documentation of auditor/scorer accuracy during training and calibration
 - b. Scanning of each day's pre-coded calibration sheets.
 - c. Scanning of each day's auditing or scoring sheets.
 - d. Producing reports enabling appropriate "read to resolution" model for all scored student tapes.
 - e. Identification of assessments by certain score patterns or demographics upon request.
 - f. Inter-rater agreement reports
 - g. Daily reports as needed, daily pace and count report
 - h. Outstanding reads and outstanding resolutions (logistics).
 - i. Meeting daily with the trainer to provide measurement advice on scoring issues

D. Reporting will be on-line for principals to view and download no later than August 21, 2007

1. Letter to be developed by Contractor and DOE mailed to Supervisory Unions and schools with passwords
2. For schools reporting on-line
 - a. Individual Student Performance Report
 - b. Student Roster
 - c. School Summary
 - d. School Demographic Summary*
3. For Supervisory Unions on-line
 - a. Each School summary
 - b. Each School Demographic Summary*
 - c. Each School Student Roster
 - d. Supervisory Union Summary
 - e. Supervisory Demographic Summary*

4. For the VTDOE
 - a. School Summary
 - b. School Demographic Summary*
 - c. Union Summary
 - d. Union Demographic Summary*
 - e. State Summary
 - f. State Demographic Summary*
 - g. Copies of all above
 - h. Permanently bound report by grade, by alpha order:
 - i. School Summary Sheets
 - ii. School Demographic Summary Sheets
 - iii. Union Summary Sheets
 - iv. Union Demographic Summary Sheets

*** (This will show gender, ethnicity and free and reduced lunch/milk status)**

E. Additional Reporting Information

At the time of reporting, the Contractor will provide an electronic file of all data and hard copy lists of missing and discrepant tapes by SU/school. Student Ids for each tape will be listed in the following categories:

1. Score sheet returned but no audio-tape because:
 - a. Coding the different reasons listed on the Individual Student Information Form
 - b. Audio tape returned but no score sheets
 - c. Neither tape nor score sheet returned

- F. The Contractor understands that it will be responsible to the VTDOE for a \$100. penalty for each day of late delivery. (There is no time for late delivery of Summer Auditing Materials as auditors and facilities are hired for a specific time period. For this reason, the deadlines for receipt of materials (as mentioned above) are absolute.

G. Payment for Services

Payment will be in two billings. The first invoice will be for those services successfully performed before the end of the Vermont Fiscal year, ending June 30, 2007 and the other services successfully performed upon completion of the contract duties. In order for the DOE to meet the payment by June 30, 2007, the Department must be invoiced by June 1, 2007 for services successfully completed.

GENERAL INFORMATION FOR BIDDERS

PROPOSAL FORMAT

The prospective Contractor will submit the proposal organized so as to enable the VTDOE to consider individually each of the tasks of the RFP on which the prospective Contractor is bidding. Each proposal should include a table of contents and the seven sections as described below.

Section 1: Cover Page

- Name of organization
- Name, address and phone number of contact person
- Signature of presiding officer
- Period of proposed activities
- Budget total

Section 2: Corporate Capacities and Related Experience

A brief description of the firm, which includes its history, organizational structure and size, as evidence of its ability to meet the requirements of this RFP.

Briefly describe prior experience in large-scale assessment administration and reporting of results. Specific performance references of clients for whom the contractor has performed work similar to that required by this RFP must be provided. References should include the name, current address and phone number of the client's project officer.

If a sub-contractor is to be utilized, the same demonstrations of corporate capacity, references and descriptions of prior experience must also be included in this section.

Section 3: Management and Staffing

Information about the qualifications and experience of personnel who will be responsible for the design, development and administration of the project; and information about the facilities, equipment, and materials available to carry out the project within the required time schedule.

A description of the direct hours of activity by each principal, who will work on the project, broken out by each major activity.

A project work schedule listing the sub-tasks to be performed during each major activity of the contract. The schedule should include a project time/task schedule for each part of the contract.

Section 4: Budget

The bidder shall submit a detailed budget with the proposal. Because the period of services falls partially in the Vermont Fiscal Year 2007 (ending June 30, 2007) and

partially in Vermont Fiscal Year 2008 (beginning July 1, 2007) it would be helpful for the development of a payment schedule to have costs displayed by fiscal year. See RFP Appendix A. Budget pages must be formatted by category and by activity as shown in the RFP Appendix A.

Section 5: Work Samples

Include samples of demonstrating the quality of deliverables comparable to those described in the RFP.

If supplying a sample of paper to be used, please enclose a whole sheet.

Section 6: License to do Business in Vermont

If necessary, the proposed Contractor must contact the Vermont Secretary of State's Office and the Department of Taxes and register with each agency as required by Vermont State Law.

Section 7: Vermont Project Contact Persons

For any questions concerning this proposal:

Lindy Johnson
Reading Assessment Coordinator
Vermont Department of Education
120 State Street
Montpelier, VT 05620
Voice (802) 828-6562
lindy.johnson@state.vt.us

Mary Ann Minardo
Assessment Consultant
Vermont Department of Education
120 State Street
Montpelier, VT 05620
Voice: (802) 828-5410
maryann.minardo@state.vt.us

Appendix A

This page should be added to the RFP response

Budget by Category	FY 2007	FY2008
Salaries/Wages	\$	\$
Benefits	\$	\$
Consultants	\$	\$
Materials/Supplies	\$	\$
Communications	\$	\$
Data Processing/Analysis	\$	\$
Report Preparation/Distribution		
Printing	\$	\$
Other Direct Costs (specify and itemize)	\$	\$
Fees	\$	\$
Other	\$	\$
 SUBTOTAL	 \$	 \$
Optional Activities	\$	\$
 GRAND TOTAL	 \$	 \$

Appendix A

This page should be added to the RFP response

Budget by Activity

	FY (2007)	FY (2008)
STATEWIDE ASSESSMENT		
Letter of Advance Notification to Schools and SU's	\$	
Design of Signature Student Data Form	\$	
Redesigned scannable Student Data Form		
Confirmation/update of enrollment file	\$	
Barcode Labels	\$	
Instructions/supplemental materials	\$	
Receipt and data capture of Individual Student Data Forms	\$	
Three accountings/Coding Errors		\$
Comprehensive Box Success		\$
VTDOE Data Display		\$
Developmental consulting (up to 10 hours)		
Online design of reports to VTDOE, Schools and SU's		\$
Customer Service	\$	
 SUMMER AUDITING INSTITUTE		
Summer Individual Student Data Forms		\$
Receipt/and sampling list of <u>12%</u> of tapes	\$	
Shipment of materials to VTDOE	\$	
Receipt/data capture of Individual Student Data Forms		\$
Research/analysis reports (Summer Auditing Institute Report)		\$
 FISCAL YEAR TOTALS	\$	\$
 GRAND TOTAL FOR REQUIRED SERVICES	\$	

Appendix B

Evaluation Criteria

The Department will review the proposal and evaluate based on the following criteria:

A. Prior Experience:	
1. Completed work of similar type	5
2. Published results professionally	5
B. Organization Size and Structure of Bidder's Firm (Considering size in relation of work to be performed)	5
C. Quality of staff and supervisors	10
1. Quality of staff to be assigned	10
2. Education, position in firm, years and types Of experience shall be considered	
D. Bidder's understanding of work to be performed (This will be determined by the approach to the work and the time estimates to perform each activity.)	
1. Quality of understanding of work	20
2. Adequate staff to meet deadlines	10
3. Realistic time estimates for each activity	15
E. Cost (Price = \$ _____)	20
Maximum Points	100

Each proposal will be independently evaluated on Factors A through E by two or more qualified individuals. A composite score will be computed based on those independent evaluations.

Proposals should be submitted by January 15, 2007 by mail or e-mail to:

Gail Taylor
Standards and Assessment Division Director
VT Department of Education
120 State Street
Montpelier, VT 05620

Appendix C

General Conditions

- A. This RFP is issued by the State of Vermont, Department of Education Standards and Assessment Team.
1. This RFP was developed on behalf of the Commissioner of Education who holds direct authority over the selected contractor; however, the contractor will report to the DOE Standards and Assessment Project Manager who will have overall responsibility for the project schedule and adherence to contract provisions.
 2. The Contractor must sign a ***Statement of Non-Disclosure of Released Information; (see Appendix D***
 3. The Contractor must prepare and provide a statement agreeing to abide by the General Conditions outlined in this section and all Standard State Contract Provisions (Attachment B) specifically noting any exceptions or additional provisions that are requested. These notations will be considered when making an award, however vendors who are not prepared to accept these provisions may be disqualified from consideration.
 4. The Contractor must sign and submit with the proposal, the State of Vermont Tax Certification Form.
 5. In order to be considered for selection, contractors must complete responses to this RFP in the format described in this document. Non-conforming proposals may not be considered. All quotations must be fixed cost bids for specific deliverables. No time and materials contracts will be considered. Contractor must include a statement in the proposal certifying that the price was arrived at without conflict of interest.
 6. The State of Vermont reserves the right to cancel any contract awarded as a result of this RFP, subject to written notice of no less than 30 days. This RFP does not guarantee any minimum expenditure of dollars related to the completion of the duties.
 7. The contractor shall be reputable and have sufficiently qualified personnel to complete the work required. Vendors shall submit evidence of qualifications to meet all requirements. The vendor shall have sufficient financial capacity, working capital, and other financial and management resources to perform the specified services.
 8. The RFP including any revisions or clarifying statements and contractors questions and the DOE's answers to those questions will be provided to all vendors at the Internet site maintained by Vermont's Department of Buildings and General Services (<http://www.bgs.state.vt.us/pca/bids/bids.php>).
 9. The DOE reserves the right to accept or reject any and all proposals, or parts of proposals, with or without cause, and in any such event the Contractor submitting a proposal makes such proposal and submission without recourse. The DOE reserves the right to waive technicalities to assure a contract

providing the greatest benefit to the Department. Cost for the development of proposals is the sole responsibility of the Contractor.

10. Proposals received after the closing date and time will not be considered. Proposals, with the exception of information deemed confidential, will be open for public inspection after awards are made. Vendors shall clearly designate any material that they consider proprietary and confidential under V.S.A. Title 1, Chapter 5. The DOE will make a good faith effort to keep such information confidential. However, entire proposals cannot be designated confidential. Projected costs will not be considered confidential information.
11. Contractors may be asked to meet with the review committee to discuss qualifications, prior engagements or strategies in meeting the requirements set forth in the RFP. Potential contractors should be available, at their own expense, to meet with the committee for an interview if required.
12. The successful proposal will be incorporated into the resulting contract and will be a matter of public record.
13. The State of Vermont is exempt under 32 VSA Section 9743(1) from payment of any Vermont sales and use taxes
14. The name of the State of Vermont or the Department of Education may not be used by any vendor responding to this Request for Proposal, or by any selected vendor in advertising or press releases without express written consent.
15. If the vendor proposes the use of sub-contractors, the vendor must clearly state the scope of responsibility in terms of type and amount of work to be performed by each. The DOE will only enter into contracts with the primary vendor. The selected contractor must assume responsibility for subcontractor performance and payment. Subcontractors must abide by all conditions set forth in the contract with the primary contractor.
16. Any and all research information, documentation, reports or other materials resulting from this RFP and the ensuing contract are the sole property of the DOE.
17. Payment for any contract awarded as a result of this RFP will be made upon DOE acceptance and approval of completed deliverables.
18. The duration required to complete the tasks described in the RFP is projected to be approximately 10 months. At this time, the Project Team is estimating a project start date of **February 1, 2007**. Vendors must include in their proposals an estimate of the proposed project timeline and resources deemed responsive by the Project Team. The Contractor must provide, as part of its proposal, a comprehensive written plan for all project deliverables containing, at a minimum, a Task List, Contractor's resources, State resources and sub-contractors resources.
20. Vendor Performance Guarantee: All bidders will be held to specific performance review criteria over the life of the project to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work (SOW) are being met. Review of project deliverables at predetermined benchmarks will occur as agreed upon by both the designated project manager and or process owner representing the State of Vermont and the Vendor.

21. Incomplete or missed deliverables as specified in the SOW and illustrated in the project plan without prior notification to and agreement by the designated project manager and/or process owner will result in remedial action which may include but is not limited to:
- a) Adjustment of overall project cost basis
 - b) Re-engineering of solution for DOE's proposed plan for calibration training correct inconsistencies by vendor at their cost.

Appendix D

STATE OF VERMONT CONTRACT FOR PERSONAL SERVICES 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. By signing a contract, the vendor certifies that its organization and its principals are not suspended or debarred by GSA from participating in federal procurement and non-procurement programs. Further, vendor shall not sub-contract with any entity which has been suspended or debarred by GSA from participating in federal procurement and non-procurement programs.

Appendix E

In order to perform the services outline in Part 2 of this RFP, the contractor must be in possession of confidential student information. The State requires that the Contractor exercise due diligence necessary to insure only proper access to this information is allowed. To meet this requirement, the State requires the following:

1. All contractor staff with access to systems containing the confidential data sign a Statement of Nondisclosure that will then be filed with the State. A copy of this confidentiality agreement may be found in Attachment F.
2. The contractor must provide evidence of a third party security audit of internet facing servers. At a minimum, the audit must consist of the following items:
 - a. Review of publicly accessible information regarding your Internet Point of Presence that would aid an attacker in staging an attack. (DNS, Email, etc.)
 - b. Identification of Network Devices that are accessible from the Internet
 - c. Identification of network services being advertised by identified devices.
 - d. Identification of Vulnerabilities and Security risks associated with publicly identified devices

Please include your acceptance of these conditions within your response to this RFP.

Appendix F

Statement of Non-Disclosure of Released Information

I understand that the Family Education Rights and Privacy Act of 1974 (FERPA) prohibits the re-release of any personally identifiable information about Vermont students provided by any Supervisory Union, Supervisory District, School District, Public School or Department of Education staff. I acknowledge that I fully understand that the intentional release by me of this information to any unauthorized person could result in termination of the contract between the Department of Education and myself and any other penalties set forth in FERPA.

Signature: _____

Name: _____.

Title: _____

Organization: _____

Date: _____

Attachment G

STATE OF VERMONT CONTRACT FOR PERSONAL SERVICES PREPRINTED CUSTOMARY PROVISIONS

1. Entire Agreement: This contract 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 contract will be governed by the laws of the State of Vermont.
 3. Appropriations: If this contract extends into more than one fiscal year of the state (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
 4. No employee benefits for Contractor: The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and 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 contract. The Contractor 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 contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
 5. Independence, Liability: The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance on this contract.
 6. Insurance: Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.
 - a. Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.
 - b. General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises - Operations
 - Independent Contractors' Protective
 - 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 products aggregate
 - \$ 50,000 Fire Legal Liability

- c. Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 Combined single limit. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operation. These are solely minimums that have been set to protect the interests of the state.
7. Reliance by State on Representations: All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. Records Available for Audit: The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of this contract 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 contract.
9. Fair Employment Practices and Americans with Disabilities Act: Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor 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 Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. Set Off: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set offs of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
11. Taxes Due To the State:
- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership). Contractor states that, as of the date the contract 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.

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

13. Subcontractors: The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

14. No Gifts or Gratuities: Contractor 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 contract.

15. Copies: All written reports will be printed using both sides of the paper.

