



Department of Buildings and General Services
Office of Purchasing & Contracting
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<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

REBID Cybersecurity Exercises

ISSUE DATE	March 22, 2024
QUESTIONS DUE	March 25, 2024 at 4:30 PM EST
RFP RESPONSES DUE BY	March 29, 2024 at 4:30 PM EST

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

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Kyle Emerson
E-MAIL: kyle.emerson@vermont.gov
USE SUBJECT: CYBERSECURITY EXERCISES

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Digital Services (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide Cybersecurity Exercises.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 3 years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be April 12, 2024.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held remotely at the date and time indicated on the front page of this RFP.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter 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://www.bgs.state.vt.us/pca/bids/bids.php>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php>. Verbal instructions or written instructions from any other source are not to be considered.

2. DESIRED OUTCOMES:

- 2.1. The State of Vermont is interested in obtaining bids Cybersecurity Exercises. The vendor shall provide:
 - 2.1.1. Tabletop exercise platform that can mimic a realistic cyber-attack and emergency response scenario. This scenario must be a closed-loop business simulation that can be applied across multiple industries.

3. DETAILED REQUIREMENTS:

- 3.1. Cybersecurity Exercises:
 - 3.1.1. Proposed bidder develops, maintains, and delivers DHS/FEMA-certified online and face-to-face training courses to a wide array of audiences to address cybersecurity and cyber terrorism threats meeting the requirements below:
 - 3.1.1.1. Create and run one four-hour TTX every 6 months for the customer base.
 - 3.1.1.2. All courses meet SCORM and Section 508 compliance standards.
 - 3.1.1.3. Subjects range from introductory non-technical courses to advanced.
 - 3.1.1.4. Custom training built to the State of Vermont's specifications.

4. GENERAL REQUIREMENTS:

- 4.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes 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, and ready for immediate use, unless otherwise requested by the State.
 - 4.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
 - 4.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

4.1.3.Retainage. In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

4.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. 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.

4.2.1.**Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

4.2.2.**Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.**

4.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

4.3.1.Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

4.3.2.Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

4.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

4.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in

the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

- 4.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

Rating Criteria	Weight Factor
Ability to Meet Functional Requirements	20
Ability to meet Non-Functional Requirements	20
Implementation Approach and Timeline	15
Maintenance and Support Services	15
Acceptance of State Terms & Conditions	20
Cost	10
Total	100

- 4.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more Vendors 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. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- 4.7. **COST OF PREPARATION:** Bidder 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.
- 4.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 4.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be 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://tax.vermont.gov/>.
- 4.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 4.8.3. **Payment Terms.** All invoices are to be rendered by the Contractor on the vendor’s standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. 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.
- 4.8.4. **Quality.** If applicable, all products provided under a contract with the State 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.
- 4.9. **DEMONSTRATION:** An in-person or webinar demonstration by the Vendor may be required by the State if it will help the State’s evaluation process. The State will factor information presented during demonstrations into the evaluation. Vendors will be responsible for all costs associated with the providing the demonstration.

4.10. **INDEPENDENT REVIEW:** Certain State information technology projects require independent expert review as described under 3 V.S.A. § 3303(d). Such review, if applicable, will inform the State's decision to award any contract(s) resulting from this RFP.

5. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

5.1. The bid should include a Cover Letter and Technical Response and Price Schedule.

5.2. **COVER LETTER:**

5.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

5.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

5.2.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this 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. Note that exceptions to contract terms may cause rejection of the proposal.

5.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

5.3.1. Provide details concerning your form of business organization, company size and resources.

5.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.

5.3.2.1. Identify all current or past State projects.

5.3.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

5.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

5.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

5.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule within the Bidders Response Form.

5.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid. Form can be found in the Bidders Response Form.

5.8. **STATE OF VERMONT BIDDER RESPONSE FORM:** This form must be completed and submitted as part of the response for the proposal to be considered valid. The State of Vermont Bidder Response Form provides a standard format and content for vendor proposals. When required, this form will prompt Bidders to supply the information required in the above RFP sections 4.3 through 4.6. Note: In addition to completing the State of Vermont Bidder Response Form, Bidders are required to provide the specific attachments that are described within the Bidder Response Form.

6. **SUBMISSION INSTRUCTIONS:**

6.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

6.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

6.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0>

6.2. **BID DELIVERY INSTRUCTIONS:**

6.2.1. **ELECTRONIC:** Electronic bids will be accepted.

6.2.1.1. **E-MAIL BIDS.** Emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. **USE SUBJECT: REBID CYBERSECURITY EXERCISES**

6.2.1.2. **FAX BIDS:** Faxed bids will not be accepted.

7. **BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance
- ✓ State of Vermont Bidder Response Form and Attachments

8. **ATTACHMENTS:**

8.1. Subcontractor Reporting Form

8.2. State of Vermont Bidder Response Form

8.3. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 7, 2023).



State of Vermont Bidder Response Form

Request for Proposal Name:

Agency of Digital Services Cybersecurity Exercises



State of Vermont Bidder Response Form

Vendor Instructions:

Provide the information requested in this form and submit it to the State of Vermont as part of your Request for Proposal (RFP) response. All answers must be provided within the form unless otherwise specified.

Important: This form must be completed and submitted in response to this RFP for your proposal to be considered valid. The submission must also include the eight (8) additional artifacts requested within this form (denoted by underlined green font).

See the RFP for full instructions for submitting a bid. **Bids must be received by the due date and at the location specified on the cover page of the RFP.**

Direct any questions you have concerning this form or the RFP to:

Kyle Emerson, State Purchasing Agent
State of Vermont Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier VT 05633-8000

E-mail Address:
SOV.ThePathForward@vermont.gov



State of Vermont Bidder Response Form

Part 1: VENDOR PROFILE

1. Complete the table below.

Item	Detail
Company Name:	[insert the name that you do business under]
Physical Address:	[if more than one office – put the address of your head office]
Postal Address:	[e.g. P.O Box address]
Business Website:	[url address]
Type of Entity (Legal Status):	[sole trader/partnership/limited liability company or specify other]
Primary Contact:	[name of the person responsible for communicating with the Buyer]
Title:	[job title or position]
Email Address:	[email]
Phone Number:	[landline]
Fax Number:	[fax]

2. Provide a brief overview of your company including number of years in business, number of employees, nature of business, and description of clients. Identify any parent corporation and/or subsidiaries.
3. Is your organization currently or has it previously provided solutions and/or services to any agency or entity of the Vermont State government? If so, name the State entity, the solution and/or services provided, and the dates.



State of Vermont Bidder Response Form

4. **Provide a Financial Statement* for your company and label it Attachment #1.** A confidentiality statement may be included if this financial information is considered non-public information. This requirement can be filled by:
- A current Dun and Bradstreet Report that includes a financial analysis of the firm;
 - An Annual Report if it contains (at a minimum) a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm; or
 - Tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

**Some types of procurements may require bidders to provide additional or specific financial information. Any such additional requirements will be clearly identified and explained within the RFP, and may include supplemental forms in addition to this Bidder Response Form.*

5. Disclose any judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of your company or indicate below that no such condition is known to exist.
6. Provide a list of three references similar in size and industry (preferably another governmental entity). References shall be clients who have implemented your Solution within the past 48 months.

Reference 1	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]



State of Vermont Bidder Response Form

Reference 2	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]

Reference 3	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]



State of Vermont Bidder Response Form

PART 2: VENDOR PROPOSAL/SOLUTION

1. Provide a description of the technology solution you are proposing.
2. Provide a description of the capabilities of the technology solution you are proposing.
3. If a proprietary software is being proposed, provide a description of the:
 - A. Standard features and functions of the software:
 - B. The software licensing requirements for the solution:
 - C. The standard performance levels:
 - Hours of system availability:
 - System response time:
 - Maximum number of concurrent users:
 - Other relevant performance level information:
4. Give a brief description of the evolution of the system/software solution you are proposing. Include the date of the first installed site and major developments which have occurred (e.g. new versions, new modules, specific features).
5. List the total number of installations in the last 3 years by the year of installation.
6. Provide the total number of current users for the proposed system and indicate what version they are using.
7. Have you implemented the proposed solution for other government entities? If so, tell us who, when, and how that implementation went?
8. **Provide a Road Map that outlines the company's short term and long term goals for the proposed solution/software and label it Attachment #2.**
9. **Provide a PowerPoint (minimum of 1 slide and maximum of 10 slides) that provides an Executive level summary of your proposal to the State. Label it Attachment #3.**
10. Does your proposed solution include any warranties? If so, describe them and provide the warranty periods.



State of Vermont Bidder Response Form

- 11. Describe any infrastructure, equipment, network or hardware *required* to implement and/or run the solution.
- 12. What is your recommended way to host this solution?
- 13. Describe how your solution can be integrated to other applications and if you offer a standard-based interface to enable integrations.
- 14. Respond to the following questions about the solution being proposed:

Question	Vendor Response/Explanation	
	Yes or No	
A. Does the solution use Service Oriented Architecture for integration?		
B. Does the solution use a Rules Engine for business rules?		
C. Does the solution use any Master Data Management?		
D. Does the solution use any Enterprise Content Management software?		
E. Does the solution use any Case Management software?		
F. Does the solution use any Business Intelligence software?		
G. Does the solution use any Database software?		
H. Does the solution use any Business Process Management software?		
I. Is this a browser-based solution and if so what browsers do you support?		
J. Does the solution include an API for integration?		



State of Vermont Bidder Response Form

PART 3: FUNCTIONAL REQUIREMENTS

The table below lists the State’s Functional Requirements. Indicate the “Availability” for each requirement for your proposed solution. Use the “Vendor Comments” column to provide any additional information or explanations.

- A** - Feature is available in the core (“out-of-the-box”) solution.
- D** - Feature is currently under development (indicate anticipated date of availability in the Vendor comments column).
- C** - Feature is not available in the core solution but can provided with customization.
- N** - Feature is not available.

ID #	Functional Requirement Description	Availability	Vendor Comments
1. Cybersecurity Exercises			
A	Proposed bidder develops, maintains, and delivers DHS/FEMA-certified online and face-to-face training courses to a wide array of audiences to address cybersecurity and cyber terrorism threats meeting the requirements below:		
B	Create and run one four-hour TTX every 6 months for the customer base		
C	All courses meet SCORM and Section 508 compliance standards		
D	Subjects range from introductory non-technical courses to advanced		
E	Custom training built to the State of Vermont’s specifications		



State of Vermont Bidder Response Form

PART 4: NON- FUNCTIONAL REQUIREMENTS

The tables below list the State’s Non-Functional Requirements. Indicate if your proposed solution complies in the “Comply” column.

Yes = the solution complies with the stated requirement.

No = the solution does not comply with the stated requirement.

N/A = Not applicable to this offering.

Describe how the requirement is met in the “Vendor Description of Compliance” column.

4.1 Hosting

ID #	Non-Functional Requirement Description	Comply	Vendor’s Description of Compliance
H1	Any technical solution must be hosted in a data center.		
H2	Any hosting provider must provide for back-up and disaster recovery models and plans as needed for the solution.		
H3	Any hosting provider will abide by ITIL best practices for change requests, incident management, problem management and service desk.		

4.2 Application Solution

A1	Any solutions vendor must provide for the backup/recover, data retention and disaster recovery of a contracted/hosted application solution.		
A2	Any solutions vendor must provide for application management and design standard of all technology platforms and environments for the application solution (Development, Staging, Productions, DR, etc.)		



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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
A3	Any solutions vendor must engage the State of Vermont using Service Level Agreements for system and application performance, incident reporting and maintenance.		
A4	The State owns any data they enter, migrate, or transmit into the solution and the vendor shall allow the State to pull or copy this data at any time free of charge.		
A5	<p>As a contract deliverable, the vendor shall supply an up-to-date data dictionary that represents all data respective of the solution it will provide. The data dictionary must contain the following attributes:</p> <ol style="list-style-type: none">1. The technology (RDBMS platform) that hosts the data source, i.e. Oracle, SQL Server, MySQL, DB2, etc.2. The location where the data source is hosted3. Thorough descriptions of each table in the data source4. Thorough descriptions of each column within each table in the data source. In addition to business definitions, column descriptions must include the following detail: schema names; file group names (if applicable); data types; lengths; primary and foreign key constrains; applied formatting; applied calculations; applied aggregations; NULL-ability; default values.		



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4.3 Security

As a solution vendor, you must have documented and implemented security practices for the following and have a process to audit/monitor for adherence. Indicate “Yes” or “No” in the “Comply” column or “N/A” if the requirement is not applicable to this offering. Use the “Vendor Description of Applicable Security Processes” column to describe how you meet the requirement and the “Audit/Monitor” column to indicate how you monitor for compliance.

ID #	Non-Functional Requirement Description	Comply	Vendor’s Description of Applicable Security Processes	Audit/Monitor Process
S1	Input validation			
S2	Output encoding			
S3	Authentication and password management			
S4	Session management			
S5	Access control			
S6	Cryptographic practices			
S7	Error handling and logging			
S8	Data protection from unauthorized use, modification, disclosure, or destruction (accidental or intentional).			
S9	Communication security			
S10	System configuration			
S11	Database security			
S12	File management			
S13	Memory management			
S14	Fraud detection			
S15	General coding practices			
S16	POA&M management			
S17	Risk Assessment Practices including but not limited to vulnerability assessment and pen testing			
S18	Incident response planning and testing			
S19	System Security Plan delivery			



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4.4 Other Non-Functional Requirements

For each requirement listed, indicate with a yes or no whether your organization performs each maturity model description listed.

ID	Maturation Model Description	Comply Y/N?	Vendor's Description
MAT-1	The organization has a cybersecurity program strategy, which may be developed and managed in an ad hoc manner		
MAT-2	The cybersecurity program strategy is updated periodically and according to defined triggers, such as business changes, changes in the operating environment, and changes in the threat profile		
MAT-3	Cybersecurity program activities are periodically reviewed to ensure that they align with the cybersecurity program strategy		
MAT-4	Cybersecurity activities are independently reviewed to ensure conformance with cybersecurity policies and procedures, periodically and according to defined triggers, such as process changes		
MAT-5	Cybersecurity incident declaration criteria are updated periodically and according to defined triggers, such as organizational changes, lessons		



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	learned from plan execution, or newly identified threats		
MAT-6	Cybersecurity incident lessons-learned activities are performed, and corrective actions are taken, including updates to the incident response plan		
MAT-7	The cyber risk management program is established and maintained to perform cyber risk management activities according to the cyber risk management strategy		
MAT-8	Senior management sponsorship for the cyber risk management program is visible and active		
MAT-9	The cyber risk management program aligns with the organization's mission and objectives		
MAT-10	The cyber risk management program is coordinated with the organization's enterprise-wide risk management program		
MAT-11	Cyber risks are identified, at least in an ad hoc manner		
MAT-12	A defined method is used to identify cyber risks		
MAT-13	Cyber risk identification activities are performed periodically and according to defined triggers, such as system changes and external events		



State of Vermont Bidder Response Form

MAT-14	Cyber risk analyses are updated periodically and according to defined triggers, such as system changes, external events, and information from other model domains		
MAT-15	Cybersecurity controls are evaluated to determine whether they are designed appropriately and are operating as intended to mitigate identified cyber risks		
MAT-16	Results from cyber risk impact analyses and cybersecurity control evaluations are reviewed together by enterprise leadership to determine whether cyber risks are sufficiently mitigated, and risk tolerances are not exceeded		
MAT-17	Documented procedures are established, followed, and maintained for activities in the RISK domain		
MAT-18	Personnel performing activities in the RISK domain have the skills and knowledge needed to perform their assigned responsibilities		
MAT-19	Important IT and OT third-party dependencies are identified (that is, internal and external parties on which the delivery of the function depends, including operating partners), at least in an ad hoc manner		



State of Vermont Bidder Response Form

MAT-20	Cybersecurity vulnerability information sources that collectively address higher priority assets are monitored		
MAT-21	Cybersecurity vulnerability assessments are performed periodically and according to defined triggers, such as system changes and external events		
MAT-22	Threat objectives for the function are identified, at least in an ad hoc manner		
MAT-22	Threat information is exchanged with stakeholders (for example, executives, operations staff, government, connected organizations, vendors, sector organizations, regulators, Information Sharing and Analysis Centers [ISACs])		
MAT-23	The threat profile for the function is updated periodically and according to defined triggers, such as system changes and external events		
MAT-24	The effectiveness of cybersecurity awareness activities is evaluated periodically and according to defined triggers, such as system changes and external events, and improvements are made as appropriate		



State of Vermont Bidder Response Form

4.5 Data Compliance

Vendors and their solutions must adhere to applicable State and Federal standards, policies, and laws based on the type of data that will be stored, accessed, transmitted and/or controlled by the solution. If the “Type of Data” column is checked below, respond “Yes” or “No” in the “Comply” column and provide an explanation on how you comply in the “Vendor’s Description of Compliance” column.

Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor’s Description of Compliance
<input checked="" type="checkbox"/> Publicly available information	<ul style="list-style-type: none"> ▪ NIST 800-171 		
<input checked="" type="checkbox"/> Confidential Personally Identifiable Information (PII)	<ul style="list-style-type: none"> ▪ State law on Notification of Security Breaches ▪ State Law on Social Security Number Protection ▪ State law on the Protection of Personal Information ▪ National Institute of Standards & Technology: NIST SP 800-53 Revision 4 “Moderate” risk controls ▪ Privacy Act of 1974, 5 U.S.C. 552a. 		
<input type="checkbox"/> Payment Card Information	<ul style="list-style-type: none"> ▪ Payment Card Industry Data Security Standard (PCI DSS) v 3.2 		
<input type="checkbox"/> Federal Tax Information	<ul style="list-style-type: none"> ▪ Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies: IRS Pub 1075 		
<input type="checkbox"/> Personal Health Information (PHI)	<ul style="list-style-type: none"> ▪ Health Insurance Portability and Accountability Act of 1996: HIPAA ▪ The Health Information Technology for Economic and Clinical Health Act HITECH ▪ Code of Federal Regulations 45 CFR 95.621 		



State of Vermont Bidder Response Form

Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor's Description of Compliance
<input type="checkbox"/> Affordable Care Act Personally Identifiable Information (PII)	<ul style="list-style-type: none"> ▪ Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies IRS Pub 1075 ▪ Minimum Acceptable Risk Standards for Exchanges MARS-E 2.0 (Scroll down the page) 		
<input type="checkbox"/> Medicaid Information	<ul style="list-style-type: none"> ▪ Medicaid Information Technology Architecture MITA3.0 ▪ Code of Federal Regulations 45 CFR 95.621 		
<input type="checkbox"/> Prescription Information	<ul style="list-style-type: none"> ▪ State law on the Confidentiality of Prescription Information 		
<input type="checkbox"/> Student Education Data	<ul style="list-style-type: none"> ▪ Family Educational Rights and Privacy Act: FERPA 		
<input type="checkbox"/> Personal Information from Motor Vehicle Records	<ul style="list-style-type: none"> ▪ Driver's Privacy Protection Act (Title XXX) ("DPPA") 18 U.S.C. Chapter 123, §§ 2721 – 2725 		
<input type="checkbox"/> Criminal Records	<ul style="list-style-type: none"> ▪ Criminal Justice Information Security Policy: CJIS 		

4.6 State of Vermont Cybersecurity Standard Update 2023-01

Vendor shall certify by checking the box below the Solution shall not include, incorporate, rely on, utilize or be supported by any products or services subject to the limitations provided under State of Vermont Cybersecurity Standard Update 2023-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Contractor hereby certifies that in connection with the Request for Proposal, **none** of the applicable products or services will be included in or used to support State systems in a manner prohibited under the Standard.



State of Vermont Bidder Response Form

PART 5: IMPLEMENTATION/PROJECT MANAGEMENT APPROACH

1. Describe the approach you would recommend for project managing this engagement.
2. Provide a list of the standard project management deliverables that you would normally produce for this type of engagement.
3. **Provide a proposed list of project phases, major milestones, and an implementation time-line. Label this Attachment #4.**
4. What types of difficulties have other clients experienced with implementation of the proposed solution?
- 3 Describe the experience and qualifications of the Project Manager you would offer as the resource for this engagement. **Provide a copy of their resume and label it Attachment #5.**



State of Vermont Bidder Response Form

PART 6: TECHNICAL SERVICES

1. Describe the technical services included in your proposal (e.g., business analysis, configuration, testing, implementation, etc.).
2. Provide a list of the standard deliverables for the technical services described above.
3. Provide a description of the roles/services/tasks the State will be expected to cover as part of this engagement. Describe any additional roles/services/tasks that are optional, but would be beneficial for the State to provide.
4. Describe your typical conversion plan to convert data from existing systems to your proposed solution (if applicable).
5. Describe **and attach your typical Implementation Plan (label it Attachment #6)**, which shall include planning for the transition to maintenance and operations.
6. Describe the experience and qualifications of the technical resources proposed for this engagement. **Provide their resume(s) and label them Attachment #7.**
7. Describe the training that is included in your proposal.
8. Describe the system, administrator, and/or user documentation that is included in your proposal.



State of Vermont Bidder Response Form

PART 7: MAINTENANCE AND SUPPORT SERVICES

1. Provide answers to the questions below regarding your company’s Maintenance and Support Services:

Questions	Vendor Response
Service: Customer Phone &/or Email Support	
What is the method for contacting technical support?	
What are the hours of operation for support?	
What is the turnaround time for responses?	
What is the escalation process for support issues?	
Who comprises the support team and what are their qualifications?	
Define your response resolution metrics and how you capture and report them.	
Service: Incident/Security Breach Notification and Process	
Describe your identification and notification process for security breaches.	
Service: Data Management	
Describe how data is stored, retained and backed-up (including frequency).	
Service: Hosting	
Describe the hosting service and associated service levels.	



State of Vermont Bidder Response Form

Questions	Vendor Response
Service: Scheduled Maintenance/Downtime	
What is the frequency of scheduled maintenance and downtime?	
What is the notification process for scheduled maintenance and downtime?	
Describe how “maintenance” updates are tested with customers prior to installing them in their live environments.	
Service: System Upgrades	
Are software upgrades provided as part of the software support contract?	
Describe your software upgrade process.	
How often are new versions released?	
Is documentation and training provided for system upgrades?	
Are there additional costs for upgrades and/or new releases?	
Describe how and when the State will have an opportunity to test system upgrades/releases prior to live installation.	
Describe how the State will validate post installation and how changes will be backed out in the event that a problem is encountered.	



State of Vermont Bidder Response Form

Questions	Vendor Response
Service: Bug Fixes and Minor Enhancements	
Describe the frequency and process for providing, testing, and installing bug fixes and minor enhancements.	
Service: Disaster Recovery	
Describe the disaster recovery services included in this proposal for any non-state hosted services.	
What is your standard RPO and RTO?	
Describe the plan your company has in place for its own disaster recovery of any sites that may be involved in support of this proposal.	

2. Describe any other services not mentioned in the above list that are included in your standard Service Level Agreement (SLA) and **include a copy of your SLA with your response to this RFP. Label the SLA Attachment #8.**
3. Describe how adherence to your service levels is measured and what remedies you would provide the State when performance doesn't meet the standard?



State of Vermont Bidder Response Form

PART 8: PRICING

1. Submit pricing for your proposed solution in the table below. Fill in only the lines that are applicable to your proposal. **Insert lines for additional costs, but do not delete or rename any lines in the Table. Total each column and provide a total of all columns in the “Total Implementation, plus 5 Year Costs” box on the next page.**

Cost Type	One Time (Implementation)	Year 1	Year 2	Year 3	Year 4	Year 5
Software						
Enterprise Application: License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance &/or License Fee Add-Ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subscription cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage Limitations and/or Additional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Database Software: License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Middleware Tools: License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating System Software: License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Upgrade Costs for Later Years	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Support and Maintenance Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation Services						
Project Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Requirements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design (Architect Solution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development (Build, Configure or Aggregate)/Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Defect Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implement/Deploy or Integrate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Quality Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



State of Vermont Bidder Response Form

Cost Type	One Time (Implementation)	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Services Continued						
Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tabletop Exercise Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tabletop Exercise Scenario Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tabletop Exercise Logistics and Preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tabletop Exercise Delivery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Post Exercise Analysis and After-Action Report Delivery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telecom						\$0.00
Bandwidth	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hardware						\$0.00
Computing Hardware	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage and Backup Hardware	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Network Hardware	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Facilities/Data Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hosting						\$0.00
Hosting Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Base Costs	\$0.00					

Total Implementation plus Five Year Costs **\$ 0.00**

2. Describe any assumptions you have made in relation to the above cost and pricing information.



State of Vermont Bidder Response Form

3. Provide pricing information for any volume discounts that are available based on the number of software licenses purchased or support years purchased.
4. Provide pricing for any Functional Requirements marked as “C” (feature is not available in the core solution, but can be provided with customization).



State of Vermont Bidder Response Form

PART 9: TERMS AND CONDITIONS

In deciding which Respondent/s to shortlist the State will take into consideration each Respondent’s willingness to meet the State’s terms and conditions. Indicate any objections or concerns to our stated terms and conditions in the RFP or any of the exhibits, addendums or attachments including **Attachment C**. Add lines to the table below as needed.

Important: Bidder will be bound to all terms and conditions stated in the State’s RFP, exhibits, attachments, and/or addendums except and then only to the extent specifically set forth in the table below, and only if and to the extent expressly agreed and incorporated in writing in a resulting contract. Note that exceptions to contract terms may cause rejection of the proposal.

Clause Location	Concern	Proposed Verbiage
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]



State of Vermont Bidder Response Form

PART 10: CERTIFICATE OF COMPLIANCE/AUTHORIZED COMPANY SIGNATURE

For a bid to be considered valid, this Part 10 must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies 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, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.



State of Vermont Bidder Response Form

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
 - Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:

-
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

-
3. Please Check all that apply:
 - Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?
 - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - Bidder offers employees an option for a fossil fuel divestment retirement account.
 - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:



State of Vermont Bidder Response Form

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

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment



State of Vermont Bidder Response Form

I am authorized to submit a proposal to the State of Vermont in response to this RFP on behalf of my organization. The information provided as part of my organization's response is a true and accurate representation of my organization's ability to meet the State of Vermont's business needs as expressed in this RFP.

Signature:	
Full name:	
Title:	
Company:	
Date:	

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Digital Services (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Cybersecurity Exercises, Training Management, and Research and training services. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** 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.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

b. For the State:

Name: Erin Collier

Phone: 802-522-8963

Email: Erin.Collier@vermont.gov

9. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form
(revision date 12/7/2023)

Attachment D - Other Provisions

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

SAMPLE

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE

ATTACHMENT A – STATEMENT OF WORK

1. Research: The Contractor will be required to conduct research on cybersecurity related data and produce reports to the State of Vermont. Including:
 - a. Design daily/monthly/quarterly reports covering major aspects of the reporting with respect to the data feeding threat intelligence and submit it on a daily/weekly and quarterly basis.
 - b. Short Form (one-to-two-page tactical products):
 - i. Indicator of Compromise (IOC) reports
 - ii. Event Summary Reports
 - iii. Target Package Reports
 - c. Long form (detailed multi-page reports)
 - i. Campaign Summary Reports
 - ii. Threat Emulation procedures/reports
 - iii. Operational Threat Intelligence Reports focused on the nature, motivation, timing, and attack methods of malicious actors. These reports should be written for an audience of incident responders, network defenders, developers, and the Deputy CISO.
 - iv. Assessments and evaluations of the State of Vermont's existing capabilities
 - v. Link operational needs with potential technology solutions.
 - vi. Continuous assessments of emerging and existing capabilities
 - vii. Strategic Threat Intelligence with a focus on cybersecurity posture, threats, financial impacts, attack trends, impacts to business trends written for high level executive/management. These reports will be tied to the Agency of Digital Services Strategic Goals by the proposed bidder.
 - viii. Link ADS Strategic goals with potential technology solutions
 - ix. Continuous assessments of emerging and existing capabilities
 - x. Coordinate with State of Vermont ADS Security and other assigned personnel to review and analyze data from incident reports as part of threat intelligence development for the State.
 - xi. Provide recommendations for mitigations on threat intelligence advisories received from various agencies. These reports can be source from the following areas, but not limited to these categories:
 1. CISA Reports
 2. DHS Reports
 3. FBI Reports
 4. OWASP Reports
 5. MITRE Reports
 6. NIST documentation
2. CyberSecurity Exercises:
 - a. Contractor will develop, maintain, and deliver DHS/FEMA-certified online and face-to-face training courses to a wide array of audiences to address cybersecurity and cyber terrorism threats meeting the requirements below:
 - b. Create and run one four-hour TTX every 6 months for the customer base

- c. All courses meet SCORM and Section 508 compliance standards
- d. Subjects range from introductory non-technical courses to advanced
- e. Custom training built to the State of Vermont's specifications

3. Training

- a. Contractor will experience in and capable of developing training plans for medium to large organizations focused on developing in-house personnel.
- b. Review skill sets, roles, responsibilities of ADS Security personnel and Network Engineering personnel, document an individualized training plan for each team member with built in progression points in accordance with the employment tiers used by the State of Vermont. These plans will span from entry level employees to subject matter experts in the fields and are to include certification paths and recommendations for the employee.
- c. The following are required progression points to include in the lesson and development plans for each employee:
 - i. Knowledge & Understanding: Knows basic terms and facts about their craft and can show steps to how they came to a conclusion or solution.
 - ii. Applying: Able to apply concepts from a broad range of technologies to solve complex issues related to day-to-day processes and long term requests for information.
 - iii. Analyzing: Able to review the status of a working environment, deconstruct it's conceptual models, categorize the common themes, sort the data, and then compare/contrast the findings to recommend improvements to a current model or to remove any barriers for success.
 - iv. Evaluating: Able to review the current working environment to make value judgements on how implementations meet an organization's budgetary constraints/goals while maintaining that the confidentiality, integrity, and availability constraints across the State of Vermont network remains balanced.

4. Sandbox Analysis

- a. Contractor will build sandbox analysis reports showing the network activity of software after the installation. This report will also show any known vulnerabilities associated with this software. The software in question will be provided to the vendor for analysis on a customer needs basis.
- b. At a minimum this report will detail the following:
- c. List of tools utilized for the analysis.
- d. List of areas analyzed (Network Traffic, Behavioral Analysis, Registry Analysis)
- e. Behavioral Analysis
- f. list of software running on its own instance.
- g. List of any Child or Parent processes created from the installation
- h. List of any Child or Parent processes created from the execution of executables
- i. The presence of malware or malicious activity related to executables
- j. Registry Analysis
- k. How many registry keys were deleted and a general overview of the types.
- l. How many registry keys were added and a general overview of the types
- m. How many registry keys were modified and a general overview of the types
- n. Network Analysis

- o. Attempts to create network connections after installation and running executables.

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: ADS.ITPurchasing@vermont.gov.
Agency of Digital Services
One National Life Drive, 2nd Floor Dewey Building
Montpelier, VT 05620-2120
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

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

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

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

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

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

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

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

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

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

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

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

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

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

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this

information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

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

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

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

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

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all

applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

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

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

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

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

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the

foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

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

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

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

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

7. DESTRUCTION OF STATE DATA. At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

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