



Department of Buildings and General Services
Office of Purchasing & Contracting
109 State Street [phone] 802-828-2211
Montpelier VT 05609-3001 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

AUDIO & WEB CONFERENCING SUPPORT AND SERVICES

ISSUE DATE	September 11, 2020
QUESTIONS DUE	September 18, 2020 – 4:30PM (EST)
RFP RESPONSES DUE BY	October 2, 2020 – 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:	Stephen Fazekas
TELEPHONE:	(802) 828-2210
E-MAIL:	stephen.fazekas@vermont.gov
FAX:	(802) 828-2222

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Office of Purchasing & Contracting (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide audio conferencing services commonly known as web conferencing, webinars, webcasting as a service and/or interactive training/remote classroom.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 2 years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be November 1, 2020.
- 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. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

The State of Vermont, like many other States and private sector businesses, is interested in obtaining flexible, cost effective services to conduct meetings that reduce the need for travel to various locations. Thousands of State employees work in office locations around the State and interact regularly with individuals in central and regional offices, participate in regional and national meetings as well as with public and private sector entities. The ability to conduct basic phone conferences is required, as is the need to be able to conduct web conferencing, webinars and webcasts. The State of Vermont uses Microsoft Teams, a part of Office365, as the primary platform for web/audio conferencing. There are some requirements that are currently not being met for trainings/events/webinars with the currently solution.

2.1. Audio Conferencing requirements include but are not limited to:

- 2.1.1. Services accessible through a toll-free number.
- 2.1.2. Services to allow for a conference leader to be determined by the group setting up the conference and allow conference leader to mute participants during the conference.
- 2.1.3. The option for an “operator” assisted conference.
- 2.1.4. The ability to poll.
- 2.1.5. A conference organizer to obtain a list of connections made to the conference both during the conference or a post-conference report.
- 2.1.6. Mechanism(s) for persons with a disability to participate, including but not necessarily limited to Relay or CAPTEL services.
- 2.1.7. A wallet card with dialing instructions for both participants and leaders.
- 2.1.8. Innovative ideas in addition to what is specifically asked for in these requirements are welcomed and will be considered in the evaluation of the proposal. Other uses of conferencing services as may be determined on a department to department basis.
- 2.1.9. The State of Vermont doesn’t require Audio peering services.
- 2.1.10. It’s unknown at this time how many end users will be using audio. Most State employees are using Microsoft Teams for audio and web conferencing. It is not expected that this will be a big demand – only in small use cases where MS Teams may not meet requirements.

2.1.11. It's is most likely callers will be in the United States but, there should be an international option if needed.

2.2. Web Conferencing requirements include but are not limited to:

- 2.2.1. Hosting Solution: services to be provided over the Internet by the vendor, available 24x7/365. Each department/agency within the State will have the ability to set up an account and add users as needed. In addition to Microsoft Teams, we currently have 20 accounts set up with our current vendor. The list of users are within each of those accounts. Some small, some large. It depends on use case and if some requirements are not met by Microsoft Teams. Billing is sent directly to each of those accounts.
- 2.2.2. The State currently utilizes Microsoft Teams and LogMein for web conferencing needs.
- 2.2.3. A small or no client download is required to operate the proposed system.
- 2.2.4. Superior bandwidth & fast refresh rate. Specify if compression technology is used.
- 2.2.5. The ability to stream videos during live sessions. .WMV (Windows Media Video)
- 2.2.6. The ability to record both audio and web portions of live events.
- 2.2.7. A web conferencing tool to dial into the Conference Bridge as a PARTICIPANT and record the audio (i.e. the State would specify the conference bridge phone number, the participant code, and would dial into the bridge as a PARTICIPANT).
- 2.2.8. The ability to record & archive web cast for future access.
- 2.2.9. Tracking of who accesses recordings.
- 2.2.10. Archives database available for State agencies & departments to export into a standard playback format in case the State elects to terminate the relationship with the vendor or if the State wishes to post it elsewhere for use.
- 2.2.11. The ability to use Voice over IP (VoIP) for audio portion of event and integration with traditional conference bridge.
- 2.2.12. Easily scale from one to 1000 meeting attendees without intervention. The State requires the ability to hold meetings, with potential audience of up to 1,000 if needed. The State shall not need to reach out and add additional licensing to hold these types of meetings.
- 2.2.13. Ability for host to easily hand control to attendees allowing them to share their screen and vice-versa.
- 2.2.14. Integration into Outlook calendar (plug-in)
- 2.2.15. Support Web browsers on multiple platforms such as operating systems: Windows 10, Mac OS, Linux, Internet Explorer, Microsoft Edge, Fire Fox, Chrome and Safari.

2.3. Audio and Web conferencing requirements include, but are not limited to:

- 2.3.1. Classroom and/or other types of interactive training. See attached Bidder's Response Form for details.
- 2.3.2. Storage and playback of audio/web presentations for reuse at the discretion of the State and post conference usage reports. The State envisions recording to be available for a period of time but, if the State needs to keep recordings longer there should be an ability to download and store recordings.
- 2.3.3. Access from multiple locations with no fixed limit on the number of participants.
- 2.3.4. There would potentially be a need for "white glove" conferences for large audiences exceeding 2000+ that include a moderator.

2.4. Administrative Requirements:

- 2.4.1. Users are able to self-register to the Web Conferencing service. conference/webinar/event is set up by the State. Users are able to click on a link and register that they will attend. The State organizer shall get a list of attendees as part of the conferencing service. This does not mean users will self-register their own account. The State shall have dedicated account managers for that function.
- 2.4.2. The ability to get Monthly Usage Reports by State users, departments & cost centers.
- 2.4.3. Access to Vendor Support 24/7 (Concierge).
- 2.4.4. Automated Password Reset for license holders via self-service web page.
- 2.4.5. Integration potential with Active Directory or LDAP.

2.4.6. Training – Indicate what training and ongoing support will be provided to IT power users and general staff users.

2.5. Licensing Model & Usage Fees:

2.5.1. Methods to establish individual departments or agencies accounts with unique log-in and password so conference calls can be set up and directly billed based on established accounts. All terms and conditions as established under the master contract with the State must apply to each individual account.

2.5.2. No soft or hard limit on the number of meeting attendees (need scalability) but, could exceed 1000+. The State is looking for scalability options. Some State Agencies/Departments may have different requirements. Pricing options for different tiers is encouraged so Agencies/Departments have flexibility.

2.5.3. Ability to grant web conferencing “host access” to State employees without having to purchase additional seats.

2.5.4. Pricing per-minute, per-user, or pay as you go pricing.

2.5.5. Billable post-use; per-room with unlimited usage for a fixed monthly fee for high volume users, in which case the vendor must state any limits to the maximum number of connections or any other limitation;

2.5.6. Bundled to include both the cost of voice and web services per user; Enterprise pricing. Other pricing options may also be proposed.

2.5.7. The State’s Functional and Non-Functional Requirements are provided in the attached **State of Vermont Bidder Response Form (Exhibit C)**.

2.5.8. The Non-Functional Requirements include requirements for the following:

2.5.8.1. Hosting

2.5.8.2. Application Solution

2.5.8.3. Security

2.5.8.4. Data Compliance: Solutions must adhere to applicable State and Federal standards, policies, and laws. The Bidder Response Form includes a table of data types and their applicable State and Federal standards, policies, and laws. The boxes in the table that are checked are the ones that are applicable to this procurement

3. **GENERAL REQUIREMENTS:**

3.1. **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.

3.1.1. 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.

3.1.2. **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.

3.1.3. **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.

3.2. **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.

3.2.1. **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.

3.2.2. **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.

3.3. **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.

3.3.1. 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.

3.3.2. 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.**

3.4. **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.

3.5. **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.

3.5.1. **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.

3.5.2. Meets Confidentiality and Encryption Requirements

3.5.3. Cost

3.5.4. Prior Experience

3.5.5. Proposed Deployment Method

- 3.6. **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.
- 3.7. **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.
- 3.8. **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.
- 3.8.1. **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/>.
- 3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3. **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.
- 3.8.4. **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.
- 3.9. **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.
- 3.10. **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
4. **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.
- 4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.
- 4.2. **COVER LETTER:**
- 4.2.1. **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).

4.2.2. 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.

4.2.3. **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.

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

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

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

4.3.2.1. Identify all current or past State projects.

4.3.3. 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.

4.4. **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.

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

4.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.8. **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.

5. **SUBMISSION INSTRUCTIONS:**

5.1. **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.

5.1.1. 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.

5.1.2. 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>

5.2. STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.

5.2.1. During the pendency of the State emergency relating to Covid-19, State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. BID DELIVERY INSTRUCTIONS:

5.3.1. ELECTRONIC: Electronic bids will be accepted.

5.3.1.1. 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.

5.3.1.2. FAX BIDS: Faxed bids will not be accepted.

5.4. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:

5.4.1. All paper format bids must be addressed to the State of Vermont, Office of Purchasing & Contracting, **109 State Street – Third Floor, Montpelier, VT 05609-3001**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

5.4.2. NUMBER OF COPIES:

5.4.3. For bids submitted via mail, express, or in-hand, submit an original (clearly marked as such) and one digital copy in PDF, CD-ROM, or USB flash drive copy.

5.4.4. Paper Format Delivery Methods:

5.4.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

5.4.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting. **Due to security procedures express deliveries must be received by 10:30 AM in order to be received by the Office of Purchasing & Contracting that same day.**

5.4.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 109 until 4:30pm which is the normal hours. We can let your bidders in. If a door is locked and the Security Officer is not there, please ask them to call the 24/7 duty phone, (802) 828-0777, and someone will address the issue

6. BID SUBMISSION CHECKLIST:

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

7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. State of Vermont Bidder Response Form

7.4.1. Exhibit A – Functional Requirements Questions

7.4.2. Exhibit B – Functional Requirements Checklist

7.5. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).

7.6. Attachment D: Information Technology Professional Services Terms & Conditions (rev. 3/21/19)

7.7. Attachment E: Agency of Human Services (AHS) Business Associates Agreement

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form 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. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

___ Yes ___ No

D. **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.

E. 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:
-
-

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

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

A. Please fill out the chart below or attach separate Price Schedule on company letterhead.

Web & Audio Conferencing	Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
 109 State Street
 Montpelier, VT 05609-3001