



Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID REQUEST FOR PROPOSAL

Retainer Contract Opportunity for Information Technology (IT) Services

ISSUE DATE: March 26, 2024

QUESTIONS DUE BY: April 1, 2024 at 4:30 PM (EST)

RFP RESPONSES DUE BY: RFP RESPONSES WILL BE ACCEPTED ANYTIME AFTER RESPONSES TO
QUESTIONS ARE POSTED THROUGH MAY 1, 2024 at 4:30 PM

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS
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 AMENDMENTS
ASSOCIATED WITH THIS RFP.**

PURCHASING AGENT: Kevin Cooke

E-MAIL: SOV.ThePathForward@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the State of Vermont, through its Office of Purchasing & Contracting (hereinafter the "State") seeks to pre-qualify information technology (IT) vendors to provide IT professional services in one or more categories of services described in Section 2 of this RFP. Bidders deemed qualified by the State in any one or more service categories under this RFP shall execute the State's *Retainer Contract for IT Professional Services*, which is attached to this RFP. The State maintains multiple retainer contracts with vendors in each of the several categories of IT services. The retainer contract establishes (1) the process for a State Agency/Department to engage IT vendors for services in any of their awarded categories (2) the terms and conditions applicable to the vendor's provision of services when engaged by a State Agency/Department, and (3) the roles and maximum allowable rates applicable to each category of service. As structured, the retainer contract enables State Agencies/Departments to efficiently obtain competitive pricing proposals to meet a business need from multiple vendors that have been pre-qualified in the applicable category of service. At least every two years the State issues this RFP to qualify and/or re-qualify IT vendors in the IT service categories.
 - 1.1.1. Vendors without an existing IT retainer contract with the State of Vermont who would like to be considered for pre-qualification of IT services are invited to submit a response to this RFP.
 - 1.1.2. Vendors with an existing IT retainer contract need not submit a response to this RFP. Any substantive changes to the categories and/or dollar threshold applicable to SOW Agreements are as set forth in Attachment A1: IT Service Categories, Roles and Rates, which is attached separately to this RFP and will become part of the resulting *Retainer Contract for IT Professional Services* awarded from this RFP. However, an existing retainer vendor may submit a response to this RFP if it desires to be pre-qualified for additional IT services categories not previously awarded, or to propose lower labor costs for an existing, awarded service category.
 - 1.1.3. Vendors whose existing IT retainer contract has no additional term extensions available are also invited to submit a response to this RFP.
 - 1.1.4. The State reserves the right limit the number of pre-qualified vendors for each category of services.
 - 1.1.5. The State will not be purchasing hardware or software via this RFP; this RFP is for IT services only.
 - 1.1.6. Proposals must conform to the detailed and general RFP requirements set forth herein.
- 1.2. **CONTRACT TERM:** Contracts arising from this RFP will be for a term ending January 31, 2027.
- 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 CALL:** A bidders' conference call will NOT be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder 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. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 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>. Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS:

- 2.1. **Specific Bid Requirements:** The State's service specifications for contracted IT Services are set forth at Attachment A1: IT Service Categories, Roles and Rates, which is attached separately to this RFP and will become part of the resulting *Retainer Contract for IT Professional Services* awarded from this RFP. In responding to this RFP, a Bidder's Technical Response shall address its capabilities relative to these

specifications for any and each category of service for which the Bidder would like to be considered for pre-qualification by the State. Additionally, a Bidder must indicate the service categories it intends to bid on by completing Attachment A1: IT Service Categories, Roles and Rates attached separately to this RFP.

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 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.
- 3.2. **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 bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. 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. **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.
- 3.6. **Evaluation Criteria:** Consideration shall be given to the Bidder's pricing and to its qualifications and experience, as demonstrated by, among other things, technical strengths and success in completing projects involving relevant services. Bidder acceptance of contract terms and conditions included with this RFP will be evaluated on a pass/fail basis.
- 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 in the form of the *Retainer Contract for IT Professional Services* and its associated Attachments, which is attached to this RFP. **Bidder and its legal counsel are expected to carefully review and be prepared to be bound by the terms of the Retainer Contract for IT Professional Services and its associated Attachments, including without limitation, Attachment C: Standard State Provisions for Contracts and Grants.**
 - 3.8.1. **Business Registration.** Although not required at time of bid submission, to be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> 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 as determined during the SOW process.
 - 3.8.3. **Payment Terms.** 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. **Retainage.** In the discretion of the State, a Statement of Work (SOW) Agreement resulting from Contract awarded as a result of 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.
- 3.9. **PERFORMANCE MEASURES:** In accordance with current State of Vermont policy and procedures, a Statement of Work (SOW) Agreement resulting from Contract awarded as a result of this RFP may include performance measures. The specific performance measures will be determined during the SOW process.
4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. 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 solicitation.
 - 4.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, vendors acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing vendor-confidential information from entering the public record.
 - 4.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any proposer may become available to the public once a contract has been executed or otherwise

following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

- 4.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
- 4.1.3. **State Not Responsible for Disclosure of Unmarked Vendor-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

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

4.3. **COVER LETTER:**

- 4.3.1. **Exceptions to Contract Terms and Conditions.** The State will not consider exceptions to contract terms and conditions included with this RFP.

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

- 4.4.1. Provide details concerning your form of business organization, company size and resources.
- 4.4.2. Describe your capabilities and particular experience relevant to the RFP requirements.
 - 4.4.2.1. Identify all current or past State projects.
- 4.4.3. 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).

4.5. **PRICE SCHEDULE:** Bidders shall submit their pricing information in Attachment A1: IT Service Categories, Roles and Rates attached to the RFP.

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

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>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP.

5.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. The email submission must reference the procurement name "**2024 Retainer Contract Opportunity for Information Technology (IT) Services**".

- 5.2.1. 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.

5.2.2. 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 to meet this size limitation.

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ A1: IT Service Categories, Roles and Rates
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

- 7.1. Retainer Contract for IT Professional Services, with its associated attachments (A-D)
- 7.2. Certificate of Compliance
- 7.3. Attachment A1: IT Service Categories, Roles and Rates (note: this information will be included in the resulting Retainer Contract as Attachment A1 consistent with any award under this RFP)
- 7.4. Worker Classification Compliance Requirement; Subcontractor Reporting Form

STANDARD CONTRACT

1. **Parties.** This is a contract (hereinafter “Retainer Contract”) between the **State of Vermont**, through its Department of Buildings and General Services, Office of Purchasing & Contracting (“State”), and **INSERT VENDOR NAME**, with principal place of business at **INSERT ADDRESS** (“Contractor”). Contractor’s form of business organization is **INSERT ENTITY TYPE**. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Retainer Contract authorizes and establishes requirements for State Agencies to procure from Contractor certain information technology professional services in the categories set forth in Attachment A1 hereto. Contractor services shall only be provided pursuant to Statement of Work (SOW) Agreement executed with a State Agency. Contractor agrees to provide its services at or below the established rates and subject to and in accordance with all requirements of this Retainer Contract, and Contractor understands and agrees that the terms and conditions of this Retainer Contract shall apply to the Contractor’s performance of services under any SOW Agreement.
3. **Contract Term.** The term of this Retainer Contract shall begin on **INSERT START DATE** and end on January 31, 2027. Upon the termination of this Retainer Contract, no new SOW Agreements may be issued, any outstanding SOW Agreements shall continue unless or until terminated in accordance with the terms of the SOW Agreement, and the Parties acknowledge and agree that the terms of this Retainer Contract shall survive and apply to each outstanding SOW Agreement.
4. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Retainer Contract shall not be binding until it has been approved by the Vermont Attorney General’s Office, the Secretary of Administration, and the State’s Chief Information Officer.
5. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Retainer Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor. The parties acknowledge and agree that the SOW Agreement process set forth herein shall not be used to effectuate any changes, modifications, or amendments in the terms and conditions of this Retainer Contract, and that any provision in a SOW Agreement purporting to modify the terms and conditions established by this Retainer Contract shall be null and void.
6. **Termination for Convenience.** This Retainer Contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance.
7. **Attachments.** This Retainer Contract consists of [REDACTED] pages including the following attachments which are incorporated herein and shall apply to each SOW Agreement executed pursuant to this Retainer Contract:
 - Attachment A: General Scope of Work
 - Attachment A1: IT Service Categories, Roles and Rates
 - Attachment B: Payment Provisions
 - “Attachment C: Standard State Provisions for Contracts and Grants” a preprinted form (12/07/23). The term “Agreement” as used in Attachment C shall be deemed to refer to this Retainer Contract

and each SOW Agreement entered into by Contractor hereunder. The term “State” as used in Attachment C shall be deemed refer to the State and any Agency of the State that enters into a SOW Agreement with Contractor.

- Attachment D: Information Technology Professional Services Terms and Conditions (01/12/2024). The term “State” as used in Attachment D shall be deemed refer to the State and any Agency of the State that enters into a SOW Agreement with Contractor.

8. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency among the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

- 1) Standard Contract (pages 1 and 2 of this document)
- 2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- 3) Attachment D (Technology Terms and Conditions)
- 6) Attachment A
- 7) Attachment A1
- 8) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS MASTER AGREEMENT.

State of Vermont	[Insert Contractor Name]
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A: GENERAL SCOPE OF WORK

1. This Retainer Contract is executed pursuant to the State's IT retainer services program under which Contractor has been pre-qualified by the State to provide professional services in one or more of the categories identified and described in Attachment A1 of this agreement (the "Services").
2. Contractor agrees to provide, when requested by an agency, department, office, commission, board or other authority of the State of Vermont ("Agency"), its Services subject to and consistent with all requirements set forth herein.
3. Contractor Services shall only be performed if and to the extent required in a Statement of Work (SOW) Agreement executed directly with an Agency. Services performed under a SOW Agreement shall be subject to and governed by the terms and conditions of this Retainer Contract.
4. The State's process for an Agency to procure IT retainer services from pre-qualified vendors is set forth online at <https://bgs.vermont.gov/purchasing%20and%20contracting/current%20contrats/information-technology> , which information is hereby incorporated by reference as if set forth fully herein. Contractor agrees that it must follow the State's process to obtain and execute SOW Agreements against this Retainer Contract.
5. SOW Agreements executed against this Retainer Contract shall specify, at a minimum:
 - A. The detailed description of the Service(s) necessary to meet the Agency's business requirements, consistent with any one or more of the categories of service authorized by this Retainer Contract;
 - B. The place and time period for performance;
 - C. The Contractor roles and rates, or other pricing elements consistent with this Retainer Contract;
 - D. The Agency's billing address;
 - E. The name and contact information for the Agency's primary contact and the Contractor's primary contact for the project;
 - F. The maximum amount payable by the Agency to Contractor under the SOW Agreement, which shall be subject to the category-specific SOW limits, as established by the State and maintained online at the website listed in section 4, above;
 - G. A unique identifier for the SOW Agreement; and
 - H. The State of Vermont Contract Number.
6. SOW Agreements may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Agency. By way of information, and without limitation:
 - A. When required in a SOW Agreement, Contractor's security controls shall conform to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule"), the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act and the Federal Information Security Management Act ("FISMA"), 44 U.S.C. 3541 et seq. and Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), as applicable.
 - B. When required in a SOW Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 23, 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) will be executed by Contractor and Agency and will be incorporated and apply to Contractor Services provided under the SOW Agreement.
 - C. When required in a SOW Agreement, the State of Vermont Agency of Human Services' Customary Contract Provisions dated May 2018 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be apply to a SOW Agreement.

- D. Any additional assurances required by federal or state law, such as, but not limited to, the above, shall be noticed in the Agency's SOW-RFP and required by the SOW Agreement resulting therefrom.
7. General Requirements: The following requirements shall apply to all Contractor Services performed in any SOW Agreement executed against this Retainer Contract.
- A. **CONTRACTOR RESOURCES:** Contractor shall obtain approval in advance from the Agency, of all Contractor employees, independent contractors or agents proposed for each SOW-RFP Project ("Key Personnel"). Key Personnel shall be identified in each SOW Agreement. Contractor shall use reasonable efforts to make available all Key Personnel for the entire life of the SOW RFP Project. Contractor shall not change Key Personnel without providing the Agency written justification and obtaining prior written approval of the Agency. Agency approvals for replacement of Key Personnel will not be unreasonably withheld. The replacement of Key Personnel shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Personnel for any reason, Contractor agrees to provide replacement Key Personnel and shall provide the first thirty (30) days of such replacement resource(s) with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the Agency in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel.

The Agency shall have the right to reasonably disapprove of any replacement Key Personnel.

If Key Personnel does not perform up to acceptable or professional standards as required in this Retainer Contract and the SOW Agreement, Contractor shall, when notified by the Agency, either replace the employees, independent contractors or agents with approved employees, independent contractors or agents or take remedial action agreed by Agency to ensure that Contractor Resources are acceptable to the Agency for the SOW Agreement. An Agency's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on the particular SOW Agreement and does not create any employment or principal-agent relationship with the Agency or the State. Nothing in this Retainer Contract or any SOW Agreement entered into hereunder authorizes the Agency or the State to direct the Contractor's termination of, or other adverse action related to, the employment of any individual.

- B. **SOW AGREEMENT:** Based upon an evaluation of SOW Proposals, if Contractor is selected, a specific SOW Agreement will be entered into between the Agency and the Contractor, which will bind the Contractor to the terms of the SOW Agreement, including Project-specific payment terms. All SOW Agreements shall be subject to the terms of this Retainer Contract.

The Agency representative identified in the SOW Agreement may perform administrative functions, issue written directions; monitor Contractor compliance with the terms and conditions of this Retainer Contract and the SOW Agreement; and approve project deliverables.

Contractor shall be responsible for achieving on budget/on time/on target (e.g., within scope) completion of the applicable SOW Agreement.

- C. **CERTIFICATION OF SOW AGREEMENT:** All SOW Agreements valued at \$25,000 or more per year shall be submitted to the State of Vermont Office of the Attorney General for a determination in accordance with 3 V.S.A. § 342 that such engagement is not contrary to the spirit and intent of the classification plan and merit system principles and standards provided by Chapter 13 of Title 3 of the

Vermont Statutes. Certification when required shall be indicated in the space provide within the SOW Agreement.

- D. NON-DISCLOSURE AGREEMENT: In some cases, Contractor may be required to sign a Non-Disclosure Agreement in a form acceptable to the Agency in order to protect confidential State data to which the Contractor, its employees, subcontractors or agents may have access.
- E. CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES: The State's Enterprise Project Management Office (EPMO) or designee may monitor the progress of any or all of the SOW Agreements in order to ascertain whether the Contractor is completing its work in accordance with this Retainer Contract and the applicable SOW Agreement. In all cases, Contractor shall remain solely responsible for achieving on-budget/on-time completion of the applicable SOW Agreement.
- F. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES: The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting specific project execution. The most recent version of the following State policies can be found online at <https://digitalservices.vermont.gov/working-us/policies>
- State of Vermont Cybersecurity Standard Update; current version online at <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - Physical Security for Computer Protection
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Physical-Security-for-Computer-Protection.pdf>
 - Third-Party Connectivity
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Third-Party-Network-Connectivity.pdf>
 - Digital Media and Hardware Disposal Policy, Standard and Procedure
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Digital-Media-and-Hardware-Disposal-Policy.pdf>
 - Phishing and Incident Response Policy
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/policy/ADS-Phishing%20Incident-Response-Process-9-19-17.pdf>
 - Vermont Accessibility Standard
<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/web-policy/ADS-VermontAccessibilityStandard2017.pdf>
- G. SOW PROGRESS REPORTING TO THE AGENCY: The Contractor and each Agency shall conduct progress meetings as set forth in the applicable SOW Agreement. Contractor shall submit a project progress report to the Agency representative identified in the SOW Agreement via email and each progress report shall contain, at a minimum, the following information:
- E-mail subject line: Contracting Agency name, IT service category name, reporting period and "Progress Report."
 - Work accomplished during the frequency period and all tasks planned for the upcoming frequency period.
 - Deliverable progress, as a percentage of completion.
 - Problem areas, including scope creep, deviation from the work plan; tasks incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); and the status of any corrective actions undertaken and other unresolved issues and requirements to resolve unresolved issues.
 - Planned activities for the next reporting period.

- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- Significant changes to Contractor's organization or method of operation or to the Project management team, where applicable.

H. **MONTHLY REPORTING TO THE STATE:** Contractor shall submit monthly reports to the State detailing all SOWs issued to it under this Retainer Contract for the reporting period. Reports shall be submitted as an email attachment to: SOV.ITContractingandProcurement@vermont.gov and SOV.ThePathForward@vermont.gov .

Each report must contain the contract number for this Retainer Contract and detail for each SOW Agreement, the following information: Agreement #, Amount, Date of SOW Agreement, and an accurate description of the services procured, including IT Service Category(ies), each Contracting Agency's address, contact name, and telephone number; SOW Title(s); and price charged per SOW Agreement, with totals for each SOW Agreement in each reporting period. The State reserves the right to request additional information or to modify the following reporting periods.

If there is no activity during the reporting period, Contractor's reporting shall state "no activity". Reports are due by the 15th of every month.

State shall promptly notify Contractor of any changes to the above email addresses for purposes of submitting reports under this section.

Failure submit complete reports in a timely manner and in the format required may result in suspension or termination of this Retainer Contract and any SOW Agreements in place.

I. **WORK LOCATION:** Unless otherwise specified by the Agency in a SOW Agreement, all project work will be performed in Vermont at the site(s) identified by the Agency and the Contractor will be responsible for using its own mode of transportation for travel to and between designated sites.

Where applicable, the Agency will provide desks, telephone, LAN connections, and printers. Unless otherwise specified in the SOW RFP, the Agency will not provide desktop PCs and/or laptops to Contractor for use during the project.

If specific laptop computers or other mobile peripheral devices are required by Contractor, then the Contractor must provide its own compatible equipment and will be given the appropriate support by the Agency.

Contractor will be provided support by the Agency in setting up any accounts or connections required (i.e. Agency email system, network connectivity, network printing etc.). Contractor will have access to State phones for use in business calls related to performance of the services. Agencies will not pay Contractor's cell phone bills.

ATTACHMENT A1: IT SERVICE CATEGORIES, ROLES, AND RATES

NOTE: To facilitate Bidder responses to the RFP, Attachment A1 is presented separate from the contract.

Attachment A1: IT Service Categories, Roles and Rates

Vendor Name: _____			
IT Service Category	Title of Positions	Hourly Rate	
		On-Site	Remote
A. Business Analyst & Project Management Services Contractor shall provide business analysis and project management services necessary to ensure technical projects successfully meet the objectives for which they were undertaken. Following are characteristics of this Service:			
1. <u>Business Analysis</u> : Contractor shall evaluate, document and recommend changes to business processes and the development, implementation and support of process improvements to eliminate redundancy and increase productivity and reduce cost; interview subject matter experts and others to develop requirements for engineered or commercial off the shelf software and systems.		\$	\$
2. <u>Project Management</u> : Project Management Institute (PMI) certified project manager executing any or all of the following: <ul style="list-style-type: none"> • Development of Project Charter • Development of project plan and schedule • Coordination and scheduling of project activities across customer and functional areas • Consultation on operational and infrastructure requirements, standards and configurations • Facilitate project status meetings • Timely project status reporting • Address project issues with functional areas and management • Escalation of significant issues to customers and executive management • Manage project scope and deliverable requirements • Document changes to project scope and schedule • Facilitate and document project closeout 		\$	\$
B. Infrastructure (Physical/Virtual) Support Services Contractor shall provide expert technical services in all aspects of infrastructure design, setup, installation, diagnosis, repair and maintenance. Contractor may be required to support enterprise class storage, blade and server technologies; and perform inter connectivity, performance, failover, deployment and/or administration of VMware product suite. Services range from advance system administrative functions in a VMware environment to various complex blade and storage (SAN/ISCSI/etc.) to ongoing support of Citrix and Windows Server environments.		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> • Installation, procurement and maintenance of storage sub systems and processing capacity (blade and standard servers) • Technical support of associated infrastructure necessary for the quality, security, performance, availability, recoverability, and reliability of the system • Ensure scheduled preventive maintenance for equipment is properly and promptly performed • Maintain the maintenance records on the equipment • Develop operations, administrative, and quality assurance back-up plans and procedural documentation. 			
<p>C. Online Collaboration Support Services</p> <p>Contractor shall provide a range of SharePoint support and/or development services. This could be anything from building custom sites using out-of-the-box features to full System Development Life Cycle (SDLC) of custom SharePoint business applications that will be installed in the State of Vermont SharePoint environment. This will also include assisting ADS with maintaining, supporting, enhancing and/or modifying the Enterprise SharePoint Environment. Agencies may need assistance with building an Agency-wide intranet portal site or any subset thereof. Agencies may also need assistance with process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus). Agencies will also need advice and guidance on SharePoint best practices, along with how to leverage and configure SharePoint technology to meet their specific business requirements.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> • Develop, support and maintain large farm SharePoint deployments in an enterprise environment • Support SharePoint in a large multi-forest Active Directory environment • SharePoint • Successful Microsoft Office SharePoint Online site development, application development or custom configurations • Successful SharePoint site development, application development or custom configurations, Enterprise Content Management (ECM) and using SharePoint as a component of an enterprise ECM framework • Web Content Management (WCM) and using SharePoint as a WCM platform • Develop information architectures and utilizing metadata and content types in an enterprise environment • Solid understanding of SharePoint tools and best practices for records and information management in the context of enterprise records management • Implement Best Practices for WCM 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> Develop and deliver custom or standard SharePoint training to technical staff and/or to end users who publish departmental Web content Migrate data from a wide variety of legacy data sources into SharePoint Relocate thousands of pages of Web Content Perform SharePoint upgrades in an enterprise environment Information Technology Infrastructure 			
D. Network Consulting LAN/WAN Support Services		\$	\$
<p>Contractor shall provide consulting services for LAN/WLAN network Services; functional specifications, network design, network management, data conversion, interfaces, integration, network testing/QA, implementation, training, documentation, and maintenance including version control, support, and issue tracking.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> Provide ongoing system, network maintenance and troubleshooting; Analyze and document complex network requirements; Interpret network requirements, design specifications, manage network development and, integrate and test network components; Estimate network development costs and schedules; Network integration of multiple complex systems; Review existing networks and assist in making refinements, performance improvements, and improving current techniques. 			
E. Enterprise GIS Services		\$	\$
<p>Contractor shall provide services to integrate, store, edit, analyze, and display geographically-referenced information in a client/server or web-based environment.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> Implement and support Enterprise GIS services as part of an enterprise IT environment; Identify, design, and implement mechanisms for acquiring, developing, implementing, and managing services as enterprise activities; Cost-benefit analysis of migrating/integrating exiting databases with GIS; Systems analysis, design and spatial database development; Spatial referencing of spatial and non-spatial data; Integrate spatially referenced data with other functional areas in an organization; GIS system and data maintenance; 			

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Data quality assurance (e.g. data accuracy, precision, consistency, completeness) according to data quality standards/guidelines of the State; • Collect, create or acquire digital spatial data such as orthophotography, elevation data, transportation features, streams, or parcel maps; • Create maps using spatial data for Web content, publication or other uses; • Link data with maps using geocoding; • Define, develop, configure, implement and maintain GIS solutions, including COTS packages; • Manipulate geographical data; • Perform queries, analysis and visualization; • Leverage existing data sets and data assets of the State, as necessary; • Interface disparate GIS data sets to GIS solution; • Develop Custom GIS application to present data in standalone and web based environments. 			
<p>F. Hardware/Software/Application Security Support</p> <p>Contractor shall provide strategies and solutions to defend hardware and software IT and telecommunications resources against adversaries such as viruses, worms and hackers for operating systems and applications, penetration testing and related IT security activities.</p> <p>Following are Requirements and Capabilities for this Service</p> <ul style="list-style-type: none"> • Provide operational and analytical support related to security for computing platforms (e.g. PC, servers, mainframe) and networks; • Analyze and evaluate new and emerging security technologies as well as vendor security products for their applicability and feasibility of use in securing hardware/software IT and telecommunications resources; • Support Agency security operations, including assisting Agencies with analyzing, developing and implementing security methodologies and safeguards to protect their IT and telecommunications assets; • Provide technical training for all aspects of information security relative to personal computers, file servers, and networks; • Perform security audits and/or penetration testing of IT systems and applications. • Provide Security as a Service supporting the State with vendor management. Examples of work include 24/7 incident response assistance, vulnerability management or policy/procedure development; • Provide technical or compliance training for all aspects of information security. Examples of work include security awareness training, secure programming best practices or threat analysis; • Analyze and evaluate new and emerging security technologies as well as vendor security products for their applicability and feasibility of use in securing hardware/software IT and telecommunications resources; 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> Perform security audits and/or penetration testing of IT systems and applications in the context of security standards such as NIST, IRS 1075, CJIS and HIPAA; Provide operational and analytical support related to security for computing platforms (e.g. PC, servers, and mainframe) and networks. 			
<p>G. Strategic Planning Assistance</p> <p>Contractor shall provide assistance in developing long-range information technology plans, IT-enabled business plans, and program effectiveness measures related to proposed IT investments. Assistance with agency-level strategic planning for IT to ensure consistency with State-level (i.e., enterprise) plans and initiatives.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> Analyze customer and citizen demand for IT-enabled services; Evaluate current and emerging technologies and assist agencies with planning the tactical and strategic migration of business services to these technologies in accordance with enterprise strategy; Analyze existing and planned systems and platforms at the Agency and Department level and develop enterprise architectures aligned with applicable strategic goals and policies. Develop IT strategic plans that align agency business and technology plans with State business technology and goals and objectives; and, Perform strengths, weaknesses, opportunities, and threats (SWOT) analyses, critical success factor analyses, strategic business planning, strategic information systems planning, electronic government assessments, and other techniques used to establish strategic information technology plans. 		\$	\$
<p>H. Independent Review</p> <p>Contractor shall provide the Secretary of ADS/CIO an independent expert review of any Agency recommendation for any information technology activity when its total cost is \$1,000,000.00 or greater or when CIO requires one.</p> <p>The State has identified two sub-categories for Independent Reviews, Standard and Complex. The State will identify in the SOW RFP the sub-category they are seeking. State shall not consider bids greater than the maximum value indicated below for this category.</p> <p style="text-align: center;">Standard Independent Review \$25,000 Maximum Complex Independent Review \$50,000 Maximum</p>		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>Per Vermont statute 3 V.S.A. 2222, The Secretary of Administration shall obtain independent expert review of any recommendation for any information technology initiated after July 1, 1996, as information technology activity is defined by subdivision (a) (10), when its total cost is \$1,000,000 or greater or when required by the State Chief Information Officer. Documentation of this independent review shall be included when plans are submitted for review pursuant to subdivisions (a)(9) and (10) of this section. The independent review shall include:</p> <ul style="list-style-type: none">• An acquisition cost assessment• A technology architecture review• An implementation plan assessment• A cost analysis and model for benefit analysis• A procurement negotiation advisory services contract• An impact analysis on net operating costs for the agency carrying out the activity <p>In addition, from time to time special reviews of the advisability and feasibility of certain types of IT strategies may be required.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none">• Identify acquisition and lifecycle costs;• Assess wide area network (WAN) and/or local area network (LAN) impact;• Assess risks and/or review technical risk assessments of an IT project including security, data classification(s), subsystem designs, architectures, and computer systems in terms of their impact on costs, benefits, schedule and technical performance;• Assess, evaluate and critically review implementation plans, e.g.:• Adequacy of support for conversion and implementation activities• Adequacy of department and partner staff to provide Project Management• Adequacy of planned testing procedures• Acceptance/readiness of staff• Schedule soundness• Adequacy of training pre and post project• Assess proposed technical architecture to validate conformance to the State's "strategic direction."• Insure system use toolsets and strategies are consistent with State Chief Information Officer (CIO) policies, including security and digital records management;• Assess the architecture of the proposed hardware and software with regard to security and systems integration with other applications within the Department, and within the Agency, and existing or planned Enterprise Applications;			
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Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Perform cost and schedule risk assessments to support various alternatives to meet mission need, recommend alternative courses of action when one or more interdependent segment(s) or phase(s) experience a delay, and recommend opportunities for new technology insertions; • Assess the architecture of the proposed hardware and software with regard to the state of the art in this technology. • Assess a project's backup/recovery strategy and the project's disaster recovery plans for adequacy and conformance to State policy. • Evaluate the ability of a proposed solution to meet the needs for which the solution has been proposed, define the ability of the operational and user staff to integrate this solution into their work. 			
<p>I. Enterprise Content Management</p> <p>Contractor shall provide services to establish or maintain electronic document imaging, document management, document workflow, and associated technologies in the context of enterprise strategy, records management policies, and existing assets. The Association for Information and Image Management (AIIM) defines ECM as the technologies used to capture, manage, store, preserve, and deliver content and documents related to organizational processes.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> • Accomplish workflow analysis; • Develop/implement document indexing schemes and workload management; • Provide implementation and support services; • Develop system interfaces; • Develop/implement system migration strategies; • Provide document conversion services (hardcopy to electronic or electronic to electronic); • Provide performance monitoring/measurement; • Accomplish system stress testing/benchmarking; and, • Implement document and records retention/archiving strategies/plans. • Provide software maintenance and support activities, including staff training <p>Digital Document Management Response Requirements:</p> <ul style="list-style-type: none"> • Migrating data from network shares and/or other document repositories to repositories including SharePoint, Documentum or OnBase. • Optical Character Recognition (OCR) • Zonal OCR • Batch processing • Multiple formats 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Large format Engineering documents in color • Microfilm • Record/archival • Presentation • Certified mail receipts – postcards • Medical records • Other non-standard sizes • Resolution options/standards • Integrating document intake with workflow • Indexing • Developing taxonomies and metadata • Working with existing taxonomy and metadata standards • Interface to applications such as SharePoint, Documentum, OnBase. • De-speckling - Example. The "Despeckle" filter is used to smoothen an image which has been scanned in from a magazine, newspaper, etc.; reduce the image resolution and contrast, thereby reducing the di- agnostic value of this imaging modality. • Method of transmittal/transmittal issues • Chain of custody • Turn-around time • Location requirements – Where the imaging is being accomplished • Offsite or on site for records that cannot leave government control • Document preparation requirements, i.e. what do you need the State to do for preparation of documents, and/or what can vendor do? • Ask vendor to provide analysis/consulting on requirements for H/W & S/W • Vendor should provide QA/QC practices and processes, e.g. 100% inspection or statistical QC/error sampling rates; independent QC services • Estimates for storage requirements • Lifecycle costs • Scale preservation (1:1) 			
<p>J. DBA/SQLDBA/Relational Database Support Contractor shall provide services to support the function of database administration.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> • Support of Oracle Software • Upgrades • Complex Query 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Understanding Database Rules • Metadata • Online Transactional (OLATP) • Online Analytical (OLAP) • Database Administration • Data Warehousing • Master Data Management 			
<p>K. Enterprise Resource Planning Support Services Contractor shall provide services to support PeopleSoft ERP platforms: HR and Financials.</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none"> • PeopleSoft HR (HCM, North American Payroll, Benefits Admin, Time and Labor, Talent Acquisition, Candidate Gateway), Financials (GL, AR, AM, AP, Billing, Inventory, Purchasing) • System Support • Developer support • Application support • Peoplecode, SQR, Integration Broker, Applications Designer, App Engine • PeopleSoft on Linux • PeopleSoft 8.8, 9.1, 9.2 • Upgrades 		\$	\$
<p>L. Agile Coaching Services Contractor shall provide Agile development services, using such methodologies as Scrum.</p> <p>Contractor will help State project teams properly use an Agile project management framework such as Scrum or Kanban, increasing the likelihood of a project's overall success. When providing Scrum-specific services, Contractor shall use Certified Scrum Masters (CSMs) who will have an understanding of Scrum values, practices, and applications and provide a level of knowledge and expertise above and beyond that of typical project managers. CSMs will act as "servant leaders," helping the rest of the Scrum team work together and learn the Scrum framework.</p> <p>When asked to perform Scrum Training, only a licensed Certified Scrum Trainer (CST), will teach Certified Scrum Master and Certified Scrum Product Owner curriculum to individuals and groups of State employees. Contractor's CST will help State employees understand the principles and values that form</p>		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>the foundation of Scrum. The CST will find creative ways to help State Contracting Agencies adopt this Agile framework and capitalize on its benefits.</p> <p>The intent is to establish three (3) contract categories that support the Agile process. Vendors may choose to submit a bid for any, or all of the three categories.</p> <p>All three (3) categories are intended to build the state’s capacity to think and perform in an Agile way. All categories include a component of coaching, mentoring, and training state employees to become internal Agile practitioners.</p>			
<ul style="list-style-type: none"> • Category 1: <u>Leadership and Cultural Change</u>: This category includes services related to coaching, mentoring, and training leaders to help organizations change their culture to become an Agile organization. This category includes a planning component. 		\$	\$
<ul style="list-style-type: none"> • Category 2: <u>Training</u>: This category includes services related to training state employees to understand and apply Agile concepts and tools. 		\$	\$
<ul style="list-style-type: none"> • Category 3: <u>Facilitating Agile Process Improvement</u>: This category includes the implementation, deployment, measurement, and follow up to Agile process improvement efforts and events as well as project management and facilitation experience and approach. 		\$	\$
<p>M. Mobile App Development Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Provide a seamless omni-channel experience on any device.</p> <p>Front end development</p> <ul style="list-style-type: none"> • A sharp UI matched to design mockups with pixel-perfect accuracy • A consistent UX across the entire application • Animations and effects that don’t compromise performance • Cross platform support <p>Back end development</p> <ul style="list-style-type: none"> • A solid architecture to accommodate future growth at scale • Flexibility to integrate with other systems and third-party services • Advanced data structures to provide actionable insights • Cutting-edge security features to protect your users, processes, and data • Analytics & Reporting • Q & C testing 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>N. Analytics, SEO, SEM, Business Intelligence</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <ul style="list-style-type: none"> • IBM Coremetrics • Google Analytics Implementation • Search Engine Marketing • Search Engine Optimization • Web Optimization • Microsoft PowerBI Analytics • Socrata OpenData analytics and visualizations • Machine Learning Frameworks (TensorFlow, Synaptic, Keras) • Analytics/Statistical programming languages: Python, R 		\$	\$
<p>O. Delivery Manager Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience setting up teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work the team does rather than impose how it's done.</p> <p>Manages one or more agile projects, typically to deliver a specific product or transformation via a multi-disciplinary, high-skilled digital team. Adept at delivering complex digital projects, breaking down barriers to the team, and both planning at a higher level and getting into the detail to make things happen when needed.</p> <p>Defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Delivering projects and products using the appropriate agile project management methodology, learning & iterating frequently • Working with the Product Manager to define the roadmap for any given product and translating this into user stories • Leading the collaborative, dynamic planning process – prioritizing the work that needs to be done against the capacity and capability of the team • Matrix-managing a multi-disciplinary team 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> Ensuring all products are built to an appropriate level of quality for the stage (alpha/beta/production) Actively and openly sharing knowledge of best practices. 			
P. DevOps Engineer Services		\$	\$
<p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience serving as the engineer of complex technology implementations in a product-centric environment. Comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works tirelessly to arm developers with the best tools and ensuring system uptime and performance.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> Deploying and configuring services using infrastructure as a service providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack) Configuring and managing Linux-based servers to serve a dynamic website Debugging cluster-based computing architectures Using scripting or basic programming skills to solve problems Installation and management of open source monitoring tools Configuration management tools (e.g., Puppet, Chef, Ansible, Salt) Architecture for continuous integration and deployment, and continuous monitoring Containerization technologies (e.g., LXC, Docker, Rocket). 			
Q. Digital Performance Analyst Services		\$	\$
<p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience specifying, collecting, and presenting key performance data and analysis for a given digital service. Supports Product Managers by generating new and useful information and translating it into actions that will allow them to iteratively improve their service for users. Possesses analytical and problem-solving skills necessary for quickly developing recommendations based on the quantitative and qualitative evidence gathered via web analytics, financial data, and user feedback. Confident in explaining technical concepts to senior officials with limited technological background. And comfortable working with data, from gathering and analysis through to design and presentation.</p> <p>Primarily responsible for:</p>			

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Support the Product Manager to make sure their service meets performance requirements • Communicate service performance against key indicators to internal and external stakeholders • Ensure high-quality analysis of agency transaction data • Support the procurement of the necessary digital platforms to support automated and real-time collection and presentation of data • Share examples of best practice in digital performance management across government • Identify delivery obstacles to improving transactional performance in agencies and working with teams to overcome those obstacles. 			
<p>R. Interaction Designer Services Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>The Interaction Designer is part of a highly collaborative, multi-disciplinary team focused on improving usability, user experience, and driving user adoption and engagement. They are responsible for conducting user research, analysis & synthesis, interaction design, and usability testing to create products that delight our customers.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing • Design and specify user interfaces and information architecture • Lead participatory and iterative design activities, including observational studies, customer interviews, usability testing, and other forms of requirements discovery • Produce user requirements specifications & experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications • Effectively communicate research findings, conceptual ideas, detailed design, and design rationale and goals both verbally and visually • Plan and facilitate collaborative critiques and analysis & synthesis working sessions • Work closely with other designers and development teams to ensure that customer goals are met and design specifications are delivered upon • Designs and develops primarily internet/web pages and applications • Develops proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing • Researches user needs as well as potential system enhancements • Has familiarity to, or may actually: code, test, debug documents, and implement web applications using a variety of platforms • Planning, recruiting, and facilitating the usability testing of a system 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> Analyzing and synthesizing the results of usability testing in order to provide recommendations for change to a system. 			
<p>S. Product Manager Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience managing the delivery, ongoing success, and continuous improvement of one or more digital products and/or platforms.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> Lead one or more multi-disciplinary agile delivery teams to deliver excellent new products and/or iterations to existing products to meet user needs Gather user requirements based on a communicable understanding of diverse audience groups Define and get stakeholder buy-in for product definition and delivery approach Create effective, prioritized product descriptions, and delivery plans to meet user needs in a cost-effective way Interpret user research in order to make the correct product decisions, noting that users do not always know what they want Continually keep abreast of changes to user habits, preferences, and behaviors across various digital platforms and their implications for successful delivery of government digital services Underpin the delivery and iteration of digital services through effective analysis of qualitative and quantitative user data Communicate credibly with a wide range of digital delivery disciplines and talent. 		\$	\$
<p>T. Security Engineer Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience serving as the security engineer of complex technology implementations in a product-centric environment. Comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works tirelessly to ensure help developers create the most secure systems in the world while enhancing the privacy of all system users. Experience with white-hat hacking and fundamental computer science concepts strongly desired.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> Performing security audits, risk analysis, application-level vulnerability testing, and security code reviews Develop and implement technical solutions to help mitigate security vulnerabilities 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> Conduct research to identify new attack vectors. 			
U. Technical Architect Services Contractor shall provide services in accordance with the following requirements and capabilities: Experience serving as the manager of complex technology implementations, with an eye toward constant reengineering and refactoring to ensure the simplest and most elegant system possible to accomplish the desired need. Understands how to maximally leverage the open source community to deploy systems on infrastructure as a service providers. Comfortable with liberally sharing knowledge across a multi-disciplinary team and working within agile methodologies. A full partner in the determination of vision, objectives, and success criteria. Primarily responsible for Architecting the overall system, by using prototyping and proof of concepts, which may include: <ul style="list-style-type: none"> modern programming languages (e.g., Ruby, Python, Node.js) and web frameworks (e.g., Django, Rails) modern front-end web programming techniques (e.g., HTML5, CSS3, RESTful APIs) and frameworks (e.g., Twitter Bootstrap, jQuery) relational databases (e.g., PostgreSQL), and “NoSQL” databases (e.g., Cassandra, MongoDB) automated configuration management (e.g., Chef, Puppet, Ansible, Salt), continuous integration/deployment, and continuous monitoring solutions Use of version control systems, specifically Git and GitHub Ensuring strategic alignment of technical design and architecture to meet business growth and direction, and stay on top of emerging technologies Decomposing business and system architecture to support clean-interface multi-team development Developing product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories) Clearly communicates and works with stakeholders at every level. 		\$	\$
V. Visual Designer Services Contractor shall provide services in accordance with the following requirements and capabilities: The Visual Designer starts with a deep understanding of the goals of customers and the business so that they can create experiences that delight. Visual Designers will be well-versed in all aspects of current		\$	\$

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<p>visual design standards and trends and will be responsible for managing project design reviews, resource planning, and execution for all project work related to visual design.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Oversees all visual design efforts • Guides, mentors, and coaches team members while leading projects to successful completion • Develops and maintains relationships with key peers in Marketing, Branding, UX leaders, IT leaders, and others to identify and plan creative solutions • Manages external service resources and budgets for visual design • Ensures successful completion of all work executed by the team (on time, on budget, and ensuring quality) • Ensures compliance with the project management methodologies and the Project Management Office processes and standards • Develops, maintains, and ensures compliance of application release management, outage management and change control processes and standards • Defines, creates, communicates, and manages resource plans and other required project documentation such as style guides and provides updates as necessary. 			
<p>W. Writer/Content Designer/Content Strategist Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience developing the strategy and execution of content across digital channels.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Improves content creation efforts by helping to lead the research & development of interactive and experiential storytelling for projects • Advise how to improve the ongoing iteration of content models • Collaborate with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured • Develop and maintain appropriate voice for produced content • Advise how to streamline content production and management solutions and processes, based on user research • Assign, edit, and produce content for products, services, and various projects • Plan and facilitate content strategy workshops and brainstorming sessions on developing content and content services (including API development) • Collaborate closely with developers and designers to create, test, and deploy effective content marketing experiences using the Agile method of software development 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • Offer educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects • Collaborate with content managers, writers, information architects, interaction designers, developers, and content creators of all types • Participate, as needed, on an Agile software development scrum teams. 			
<p>X. User Researcher Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>The User Researcher is part of a highly collaborative, multi-disciplinary team focused on improving usability and user experience, and informing work around user adoption and engagement. They are responsible for conducting user research, analysis & synthesis, and usability testing to guide products that delight our customers.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none"> • Plan and lead quantitative and qualitative human subjects research studies to inform prioritization, specifications, and solution designs • Conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, heuristic analysis, and usability testing • Lead participatory and iterative design activities, including observational studies, customer interviews, usability testing, and other forms of requirements discovery • Use quantitative and qualitative evidence to inform user requirements specifications & experience goals, scenarios, design prototypes, and design specifications • Effectively communicate research findings, research limitations, and generalizability both verbally and visually • Plan and facilitate analysis & synthesis working sessions • Researches user needs as well as potential system enhancements • Planning, recruiting, and facilitating the usability testing of a system • Analyzing and synthesizing the results of usability testing in order to provide recommendations for change to a system. 		\$	\$
<p>Y. Cyber Security Incident Response and Management</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Description - Service category to provide Cyber Security Incident Response and Management services necessary to ensure personnel at all levels respond to security incidents in a way that is rapid, compliant and thoughtful. Following are characteristics of this service category:</p>		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>Requirements / Capabilities</p> <ul style="list-style-type: none"> • Certified Security Professionals writing plans, evaluating existing plans, documenting and recommending changes to incident response plans and related work. <p>Examples of Potential Statements of work:</p> <ul style="list-style-type: none"> • Classifying data stored or transmitted between computing platforms (e.g. PC, servers, mainframe) and networks; • Provide incident response and related training; • Exercise/simulate incident response scenarios; • 24/7 incident response assistance • Vulnerability management • Policy/procedure development; • Provide operational and analytical support related to security for computing platforms (e.g. PC, servers, and mainframe) and networks. • Consultation on operational and infrastructure requirements, standards and configurations • Facilitate meetings • Address security and incident response issues with functional areas and management • Analyze and evaluate new and emerging security technologies as well as vendor security products for their applicability and feasibility of use in securing hardware/software IT and telecommunications resources; • Perform security audits and/or penetration testing of IT systems and applications in the context of NIST, IRS 1075, CJIS, HIPAA and so on; • Provide operational and analytical support related to security for computing platforms (e.g. PC, servers, and mainframe) and networks. 			
<p>Z. Software License Optimization Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Description - Service category to provide Information gathering and consultation regarding license position to include: discovery, accounting, tracking, compliance, costs analysis and/or cost projection.</p> <p>Category Requirements</p> <ul style="list-style-type: none"> • Services may include the use of a software solution in addition to consultative services. • The Supplier is able to advise and provide experienced, strategic advice to the State through an audit process. 		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none"> • The Supplier has the ability to produce license position reports for software by merging supplied software license purchase, contract and entitlement information with assets, including software usage and hardware information as required. • The Supplier has the ability to identify unused or infrequently used software and recommend harvesting or eliminating such licenses, thus facilitating software acquisition and disposal decisions that reduce costs. • Supplier has the ability to provide visualizations of software license utilization. • The Supplier has the ability to suggest alternative licensing and/or configuration entitlements, such as upgrade/downgrade, named versus concurrent users, reassignment/right of second use, multiple versions, capacity and sub capacity, processor and cores, virtual machine (VM) use rights and cloud services. • The Supplier can demonstrate past experience in producing license optimization reports that specific software vendors have accepted as valid license accounting. • The Supplier has the ability to provide what-if analysis capabilities that would allow the State to determine the impact of hardware and software changes on license position (before the changes are actually made). Actions such as modifying hardware properties, moving virtual machines across hosts or installation of a new software can be simulated, providing an estimated license position and financial impact that reflects these changes. <p>Examples of Potential Statements of work:</p> <ul style="list-style-type: none"> • Evaluation and consultation regarding: <ul style="list-style-type: none"> ○ compliant and effective license utilization and maximization, especially within virtualized environments (can include roadmaps) ○ Legal considerations regarding software licensure • Evaluations may include the following software: <ul style="list-style-type: none"> ○ Microsoft Products ○ IBM Products ○ SAP Products ○ Adobe Products ○ Oracle Products ○ Citrix Products ○ ESRI Products ○ Hyland Products 			
AA. Backend and Frontend Web Developer Services Contractor shall provide services in accordance with the following requirements and capabilities: Experience using modern, open source software to prototype and deploy backend web applications, including all aspects of server-side processing, data storage, and integration with frontend development.		\$	\$

Attachment A1: IT Service Categories, Roles and Rates

<p>Primarily responsible for:</p> <ul style="list-style-type: none">• Web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails)• Developing and consuming web-based, RESTful APIs• Using and working in team environments that use agile methodologies (e.g., Scrum, Lean)• Authoring developer-friendly documentation (e.g., API documentation, deployment operations)• Test-driven development• Use of version control systems, specifically Git and GitHub• Quickly researching and learning new programming tools and techniques• Relational and non-relational database systems• Scalable search technology (e.g. Elasticsearch, Solr)• Handling large data sets and scaling their handling and storage• Using and working with open source solutions and community• Communicating technical concepts to a non-technical audience. <p>Frontend Web Developer Services</p> <p>Contractor shall provide services in accordance with the following requirements and capabilities:</p> <p>Experience using modern, frontend web development tools, techniques, and methods for the creation and deployment of user-facing interfaces. Is comfortable working in an agile and lean environment to routinely deploy changes.</p> <p>Primarily responsible for:</p> <ul style="list-style-type: none">• Frontend web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap)• JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3)• Consuming RESTful APIs• Using and working in team environments that use agile methodologies (e.g., Scrum, Lean)• Use of version control systems, specifically Git and GitHub• Ensuring Section 508 Compliance• Quickly researching and learning new programming tools and techniques• Using and working with open source solutions and community• Creating web layouts from static images			
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Attachment A1: IT Service Categories, Roles and Rates

<ul style="list-style-type: none">• Creating views and templates in full-stack frameworks like Rails, Express, or Django• Creating mobile-responsive apps that will work well on mobile devices• includes being mindful of performance constraints around memory, networking availability, etc.			
<p>BB. Customer Relationship Management Support Services Contractor shall provide services to support the Salesforce CRM platform</p> <p>Following are Requirements and Capabilities for this Service:</p> <ul style="list-style-type: none">• Salesforce Lightning Edition (Government, Service Cloud, Data Cloud, Community Cloud)• System Support• Developer support (Apex, Javascript, etc.)• Application support (including mobile app support)• Workflow support• Object Model Support• Role-based access controls• Security and Compliance Support• Training and Workforce Development• Upgrades		\$	\$
<p style="text-align: right;">Name: _____</p> <p style="text-align: right;">Signature: _____</p>			

ATTACHMENT B – PAYMENT PROVISIONS

1. Payment obligations shall only arise if and to the extent agreed in a Statement of Work Agreement between Contractor and an Agency executed against this Retainer Contract. Contractor will be paid for services actually performed and accepted by the Agency, up to the maximum amount payable specified in the applicable SOW Agreement.
2. The Agency shall pay the Contractor upon satisfactory completion of the services and acceptance thereof by the Agency for all work identified in the applicable SOW Agreement. Rates established in a SOW Agreement may be on the basis of either fixed price deliverables or time and materials.
 - a. For Services performed on a time and materials basis, Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including a summary of work performed, location, dates, hours of work performed, work completed, and rates of pay, which may not exceed the hourly rates set forth in Attachment A1.
 - b. For fixed price deliverables, Contractor shall be paid in accordance with the payment schedule included in the applicable SOW Agreement.
 - c. All rates shall be inclusive of any and all Contractor fees and expenses, including mileage.
3. Contractor rates in a SOW Agreement may not exceed the rates set forth in Attachment A1. Further, roles not specified in Attachment A1 are not authorized to be provided in a SOW Agreement.
4. If the Agency approves in writing in advance Contractor Personnel working remotely, at a location other than as directed by the Agency, all Contractor Personnel hours worked remotely must be clearly reported as remote and invoiced at the appropriate remote rate.
5. Contractor will be paid for actual hours worked (no overtime). Contractor shall not bill for travel time.
6. Invoicing. Payment will only be made upon completion and acceptance of the deliverables as defined in the applicable SOW Agreement. The Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, or on a time and materials basis, as the case may be, following written acceptance from the Contracting Agency that the deliverable is complete. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment. Invoices shall be sent to the Contracting Agency at the address provided in the SOW Agreement.
7. Payment of invoices shall be Net 30 from the date the Agency receives an error-free invoice with full and complete supporting documentation.
8. Retainage. Contractor agrees that any SOW Agreement may provide, in the discretion of the Agency, that the Agency withhold a percentage, determined in the discretion of the Agency, of the total amount payable for each SOW Agreement deliverable, to be payable only after satisfactory completion and the State's final acceptance of the SOW Project.

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

“Attachment C: Standard State Provisions for Contracts and Grants” revised December 7, 2023 constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to Contractor and to all goods or services purchased 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 is not confidential and that any and all Contractor information obtained by the State in connection with the performance of this Contract is 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.

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. **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.

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:

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

E. Towns, Schools, Political Subdivisions, and Independent Colleges of the State of Vermont

1. Bidder agrees to make the services identified in this response to the political subdivisions of the State of Vermont at the same prices, terms and conditions as are quoted in this response? Yes _____
No _____

If no, kindly outline below the prices, terms, and conditions under which Bidder will agree to supply the services to the political subdivisions of the State of Vermont.

2. Bidder agrees to furnish the products identified in this response to the independent colleges of the State of Vermont at the same prices, terms and conditions as are quoted in this response? Yes _____
No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply the services to the independent colleges of the State of Vermont.

It should be noted that if Bidder agrees to extend the State's contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

- F. References:** Provide information on 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.

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 services provided:	[description]
Date of services:	[date]

References (F) continued:

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 services provided:	[description]
Date of services:	[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 services provided:	[description]
Date of services:	[date]

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

Subcontractor Reporting Form

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 of workers. 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.

[illegible]

Name: _____

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05609-8000
Attention: Contract Administration