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**SEALED BID
INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL
FOR
PRIMARY DATA CENTER COLOCATION SERVICES**

Expected RFP Schedule Summary:

DATE POSTED	5/7/2012
QUESTIONS DUE	5/18/2012 – 3:00 p.m. ET
PROPOSALS DUE	6/1/2012 – 3:00 p.m. ET
FINALIST DEMONSTRATIONS	6/29/2012 – 7/18/2012
SELECTION NOTIFICATION	6/29/2012
INDEPENDENT REVIEW	7/11/2012 – 7/26/2012
PROJECT STARTS	TBD

LOCATION OF BID OPENING: 10 Baldwin Street, Montpelier

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

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

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK

<http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: John McIntyre
TELEPHONE: (802) 828-2210
E-MAIL: John.McIntyre@state.vt.us
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Overview and General Information

1.1 Overview

The Office of Purchasing & Contracting on behalf of the Vermont Department of Information and Innovation (DII) is soliciting competitive sealed, fixed price proposals (Proposals) for its Primary Data Center Colocation Services (the Work) from qualified offerors. If a suitable offer is made in response to this Request for Proposal (RFP), the Department of Information and Innovation may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how DII will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This is a Request for Competitive Sealed Proposals (RFP) to pre-qualify vendors who can perform the service described in Section 3 of this RFP.

Structure and Scope of RFP: DII is seeking proposals for primary data center colocation space. The State of Vermont is one of the largest data center consumers in the State and is looking to consolidate its Primary Data Center into one colocation facility in Montpelier, VT area by developing a long-term relationship with a well qualified data center provider. DII is not currently seeking managed services proposals as part of the scope of this RFP.

Objective of RFP:

Identify a well-qualified data center provider capable of providing long-term, secured, reliable, and cost-effective data center colocation services in the Montpelier, VT area.

Department Background and Philosophy:

The Department of Information and Innovation was created in 2003 to provide direction and oversight for all activities directly related to information technology within state government, including telecommunications services, information technology equipment, software, accessibility, and networks in state government. The CIO and Commissioner of DII have broad authority to meet the goals of the department as established by statute and policy.

It is the responsibility of DII to ensure the continued delivery of IT systems that are scalable, interoperable, sustainable and secure throughout state government.

Compatibility with State Standards and existing Technology:

It is assumed that state and federal requirements with regards to IRS 1075, HIPAA, FISMA etc. can be met. The state anticipates having access to auditable logs for facility access and will be included in configuration and change management processes deemed applicable to state business or service level agreement with vendor.

Current Business Environment:

As information technologies that deliver good business value continue to expand, so will the need for these technologies to remain available and resilient. Over the past several years the direction to service orient all facets of information technology has continued to grow with advancements in interoperability, network throughput and cloud service delivery.

The State has not kept pace with adequate Data Center facilities and continues to suffer from true data center expertise. As we continue to consolidate data centers, data rooms and closets, it becomes more critical to establish a best in class data center capacity and processes. Leveraging data center capacity in a co-location fashion is thought to be the most efficient and effective way to deliver better data center services for all state systems now and in the future.

As we continue to consolidate physical equipment and establish a more robust “Virtualized First Policy” throughout the state, our physical space and power requirements will peak in or about 2013. It is assumed that this capacity will start to reduce after that over the next 5-10 years as more cloud based solutions “Software as a Service”, “Platform as a Service” mature. For these reasons, the State is looking at data center hosting solutions that can scale up and down as needed.

2 Schedule of Events

The expected timetable, including the Proposal due Date and other important dates, are set forth below. The name of any Vendor submitting a proposal shall be a matter of public record on the Proposal Due Date.

RFP Published	5/7/2012
Questions Due	5/18/2012 3:00 p.m. ET
Answers to Questions Posted	5/25/2012 3:00 p.m. ET
Proposal Due (see section below for detailed instructions on Proposal Format and submission instructions)	6/1/2012 3:00 p.m. ET
Finalist Selection / Notification (this can be general in nature, i.e., “within 5weeks of receiving proposals”)	6/29/2012
Finalist Presentations and Site Walkthroughs	6/29/2012 – 7/18/2012
Recommendation for Award	7/18/2012 2:00 p.m. ET
Independent Review Completed Following the selection of a proposal for contract award, the selected proposal will be the subject of an independent review before a contract can be completed. The time required for this process is, at a minimum, 3 weeks.	7/11/2012 – 7/26/2012
Notification of Award	7/31/2012 2:00 p.m. ET
Contract Negotiation Period	7/31/2012 - 8/17/2012
Contract Dates	TBD

2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

John McIntyre, Purchasing Agent
State of Vermont
Office of Purchasing & Contracting
10 Baldwin St
Montpelier, VT 05633-7501

John McIntyre, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

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

2.2 Questions and Answers

Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **5/18/2012 @3:00 PM**. Questions may be e-mailed to john.mcintyre@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

2.3 Presentation/Onsite Review and Walkthrough:

A presentation may be required if it will help the evaluation committee measure the rated factors. After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to provide a presentation to The State as well as to conduct an on-site review and walkthrough of the proposed data center location. The State will factor information presented and onsite walkthroughs into the evaluation scoring. Offerors will be responsible for all costs associated with the providing the demonstration.

Dates and times for the required proposal and onsite walkthroughs will be arranged with selected offerors after the initial review of the proposal. Specific instructions for required presentation content will be provided to selected offerors only at this time. The State, at its sole discretion, will select offerors to provide presentations and reserves the right to offer no presentations or site walkthroughs to offerors if it so chooses.

3 Technical Response

3.1 Contractor RFP Response Requirements and Responsibilities

Contractor shall prepare and submit proposals in accordance with all requirements identified in this RFP. The State of Vermont retains the right to reject any proposal if it does not conform to the stated requirements. By submitting a proposal in response to this RFP, Contractor agrees to be bound by and to comply with the terms and conditions included herein. Any exceptions shall be clearly and explicitly identified in the RFP response. RFP responses will include all information required by this RFP along with any additional data, references, literature, prints and/or design documentation that the Contractor believes is pertinent to the evaluation of Contractor's proposal.

By electing to respond to this RFP, Contractor represents that it has the capabilities, fiscal means, personnel, and availability necessary to provide the required services to the State of Vermont. The State of Vermont retains the right to verify all information submitted by the Contractor and submission of an RFP response by Contractor will constitute Contractor's authorization to the State of Vermont to pursue such verification. Costs proposed by the Contractor are expected to be inclusive of all costs necessary to perform services and provide products required by the RFP, including (but not limited to), assets, overhead, subcontract costs, maintenance costs, licensing, staffing, cost of facilities, and cost of construction.

3.2 Primary Data Center Colocation Services – Overview

The State of Vermont has outlined the following overview of their data center requirements:

The State of Vermont Department of Information and Innovation (DII) seeks to consolidate its primary data center functionality into 1 (one) highly available and highly secure data center in Montpelier, VT area. In doing so, The State seeks to enter into a relationship with a highly qualified, experienced data center provider to support the consolidation and long-term data center operations of The State.

Through this evaluation, The State will consider providers offering existing data center spaces and/or newly proposed "to-be-constructed" data center facilities that meet the requirements set forth in this RFP. All data center facilities, existing or proposed, will be evaluated based on the Contractor's and the facility's ability to meet The State's requirements.

In evaluation of any proposals of data center facilities that require construction, regardless of size, The State requests the right to have oversight into design, product selection, and construction

process. By submitting a proposal in response to this RFP, Contractor hereby agrees to this provision. Any exceptions to this provision need to be explicitly stated in the RFP response.

3.3 Facility Requirements - Primary Data Center Colocation Services

The State seeks a data center facility that meets the following requirements. The requirements set forth below are intended to serve as a baseline reference only. Offerors shall submit detailed descriptions of their data center facility in Section 4 of this RFP.

3.3.1 Geography

The State seeks a data center facility in Montpelier, VT. area

3.3.2 Security

The State seeks a data center facility that is highly secure with separate levels and multiple points of authentication.

3.3.3 Access

The State requires 24/7/365 access to the data center facility.

3.3.4 Dedicated Space and Data Security

The State requires a dedicated suite for their data center. The suite shall be separately secured with electronic access. All cabinets located inside the suite shall be independently secured.

3.3.5 Racks and IT Load

The State requires data center space in their dedicated suite for 30 contiguous racks on day 1, with the availability to add 15 additional IT racks in the future. The total anticipated IT load at full build out is estimated between 250kW – 500kW.

3.3.6 Availability

The State seeks a high availability data center facility that offers redundancy in critical infrastructures, including (but not limited to): mechanical, electrical, telecommunications.

3.3.7 Energy Efficiency

The State seeks a highly efficient data center facility that leverages innovative technology and favorable environmental conditions in Montpelier, VT area to reduce energy consumption in the data center.

3.3.8 Enclosure & Finishes

The State requires a well designed and constructed, industry-compliant data center envelope with appropriately selected materials for flooring, paints, ceilings, etc that are consistent with industry standards and best practices.

3.3.9 Fire Suppression

The State requires clean agent fire suppression as the primary fire suppression mechanism in the data center.

3.3.10 Industry Standards

The State seeks a data center compliant with industry standards as defined by (but not limited to) the following organizations: ASHRAE, NEC, NFPA, BICSI, IEC, The Uptime Institute, The Green Grid, TIA/EIA, US Department of Energy.

3.3.11 Certifications

The State seeks a data center compliant with requirements of certifications such as (but not limited to): SAS 70, SSAE 16, ISO 27002, PCI, HIPAA.

3.4 Data Center Specifications

Instructions to Offerors: Complete the following specifications table by describing, in detail, how your existing or proposed facility meets or will meet the requirement or category indicated. All responses should be completed in the "Offeror Response" box provided. All questions shall be addressed; Offerors may choose to include a response of "N/A" if Offeror believes it is appropriate. The "notes" section should be left blank and will be used internally by The State only.

Description	Offeror Response	Notes
Architectural		
Total Gross Square Footage		
Total net usable square footage for data center colocation – Total # of Racks, Future Expansion availability		
Wall Finishes – Drywall, Masonry, etc		
Vapor Barrier		

Flooring – Raised Floor (include sub floor height), Slab, Static Dissipative Tile		
Ceiling Finish – Acoustical Ceiling, Hard Ceiling, Exposed Deck		
Structural Integrity		
Roofing System – Membrane, Shingles, minimum warranty, wind rating		
Aisle Spacing		
Bathroom Facilities		
ADA Access		
Customer workstations		
Electrical		
Utility Feeds – size, number of, utility service provider(s). Verify if feeds are dedicated to the data center		
UPS Capacity – include battery runtime at full load. Verify full capacity is dedicated to the data		

center.		
UPS Redundancy – N, N+1, 2N. Answer shall indicate physical number of UPS systems at partial or full load (if different)		
Electrical Power Distribution from UPS to IT Racks. Include method, strategy, voltage, redundancy, etc		
Lighting		
Grounding/Bonding		
Power Monitoring. Is monitoring data available to The State in raw format?		
Generator – type, capacity, current load. Verify infrastructure is dedicated to the data center.		

Generator Redundancy – N, N+1, 2N		
Service Level Agreements from manufacturer on equipment used to provide services to The State		
Mechanical		
Mechanical Strategy for data center whitespace –CRAC, CRAH, In Row Cooling, Direct Economizer, other		
Cooling Redundancy in data center – N, N+1, 2N, other		
Supply inlet temperature setpoints (in degrees Fahrenheit). What variances are included?		
Mechanical heat rejection design/strategy – water-cooled chiller, air-cooled chiller, air cooled DX, glycol-cooled, direct economization, other. Verify infrastructure is dedicated to the data center.		
Mechanical plant redundancy – N, N+1, 2N, etc.		
Economization – “free cooling” - strategy		
Humidity & dewpoint specifications		

HVAC Monitoring systems. Is monitoring data available to The State in raw format?		
Service Level Agreements from manufacturer on equipment used to provide services to The State		
Fire Suppression		
Wet Pipe Sprinkler		
Pre-action Sprinkler		
Clean Agent		
VESDA		
Security		
Customer Access – Please indicate if 24x7. If not, please provide onsite availability and after hours response times		
Onsite Security Staff – Please indicate if 24x7. If not, please provide onsite availability and after hours response times		

Onsite Tech Staff – Please indicate if 24x7. If not, please provide onsite availability and after hours response times		
Visual ID Required for Entry?		
Means of controlled access – Access Card, Biometric, etc		
CCTV		
Telecommunications		
Onsite Access Providers		
Planned Access providers – include proposed timing		
Dark Fiber Providers – please include speeds available		

Service Level Agreements		
Please describe your existing customer SLA's. Do you provide at least 99.99% availability?		
Please describe the penalty for non-compliance with the SLA.		
Please outline any additional SLAs that are offered.		

3.5 Contractor Information, Background, and Strategy

Instructions to Contractors: Please provide a written narrative providing comprehensive answers to the questions and requirements outlined below. Narratives shall specifically list the section number and provide a complete answer for each individual section/requirements. All questions shall be addressed; Contractors may choose to address a requirement in the narrative with a response of "N/A" if Contractor believes it is appropriate.

- 3.5.1 **Corporate Information**– provide full legal name, form of ownership and state of ownership, legal address of headquarters and any other offices, number of employees.
- 3.5.2 **Contractor History** – provide a brief history of your organization.
- 3.5.3 **Corporate Culture & Strategy** – describe your company’s mission, strategy, culture, and vision. Explain how you believe these characteristics align with the objectives of the State of Vermont
- 3.5.4 **Name of Owners** – provide name(s) and percentage ownership of owners.
- 3.5.5 **Management & Officers** - provide names of company management and officers and experience relevant to the data center industry and services required by this RFP.
- 3.5.6 **Recognition** - identify and describe any awards, certifications, or press coverage in which your company was recognized.
- 3.5.7 **Customer Satisfaction** – outline your process for monitoring and maintaining customer satisfaction.
- 3.5.8 **Innovation & Industry Trends** – describe how your organization is innovative and how you understand, address, and keep up with industry trends.
- 3.5.9 **Proposed Team** – Provide names of individuals who will be directly involved with The State and explain their experience and qualifications.
- 3.5.10 **Warranties & Guarantees** – Provide details related to any warranties or guarantees provided to The State for the products and/or services your propose.
- 3.5.11 **Current References** – provide a list of current customer references with associated contact information that The State can contact on your behalf.
- 3.5.12 **Relevant Experience** – please describe your history and experience in working with clients similar to The State of Vermont.
- 3.5.13 **Financial Statements** – The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. An offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.
- 3.5.14 **Litigation** – Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror’s organization; or certify that no such condition is known to exist. Please also indicate if any of such litigation was filed by a customer.

- 3.5.15 **Certifications** – Please list any existing certifications that your company has (SAS 70, ISO, PCI, etc). If any certifications are planned, please indicate which certifications are planned and the proposed timetable for completion of each.
- 3.5.16 **Information Security** – Please describe, in detail, your internal process for information security and ensuring the information security of your customers. Include information on policies, processes, and standards and how staff is screened for potential security risks. Describe how this policy is monitored and enforced within your organization.
- 3.5.17 **Ingress/Egress** – Please describe your demark of both internet and SOV WAN ingress/egress as it relates to your access control and multi tenancy usage. When these connectivity points enter your facility, how do they get terminated into State of Vermont dedicated colocation area? Who completes the termination?
- 3.5.18 **Disaster Recover** – Please describe your ability to respond to disasters and unplanned events resulting in outages to data center services.
- 3.5.19 **Planned Maintenance** – Please describe your proposed approach for facilitating maintenance windows and scheduling planned maintenance.

3.6 Additional Documentation

The State will review additional documentation provided by the Offeror to aid in the review of this RFP. All additional documentation must be explicitly listed in your table of contents (see Section 7) Additional documentation may include (but is not limited to):

- Facility Design Documentation – existing and/or proposed
- Existing facility certifications
- Proposed SLA
- Organizational Chart
- List of existing or proposed partners, subcontractors, or affiliates.
- Resumes of proposed team members
- Information Security Policies

3.7 Multiple Bid Responses – Contractor Narrative Requirement

The State is seeking to enter into a relationship with a provider for both primary data center colocation services (Montpelier, VT area as outlined in this RFP) and secondary data center colocation services (Williston, VT area as outlined in a separate RFP). If applicable and if it so chooses, The State will evaluate the potential of using 1 (one) vendor to provide data center colocation services in both locations.

If Contractor is also responding to the secondary data center collocation services RFP, provide a narrative as an Appendix to your response that outlines any favorable pricing or related considerations that Contractor would make to The State should The State choose to contract with Contractor for both primary and secondary data center colocation services. Any additional

information Contractor feels is pertinent to Contractor's ability to provide both primary and secondary data center colocation services and any associated benefits to The State may be included in this appendix.

3.8 Staffing Notes

Contractor shall obtain approval in advance by the State of all staff proposed for each project. Contractor shall notify the State in advance and obtain approval of any new staff if staffing changes during a project. If any Contractor staff does not perform up to acceptable or satisfactory standards as documented in the contract or SOW, the State shall inform the Contractor. When so informed, the Contractor shall either replace the staff member(s) with approved staff or take remedial action agreed by the State to ensure staffs are performing at an acceptable standard.

4 Required Policies, Guidelines, and Methodologies

4.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. These may include, but are not limited to:

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

5 General Terms and Conditions:

5.1 Non Commitment

The State reserves the right to make any award or no award as it determines best satisfies the needs and requirements of The State for primary data center colocation services. Nothing contained in this RFP shall constitute a binding agreement between The State and a Contractor. Should a Contractor be chosen at the conclusion of the RFP process, The State will enter into contract negotiations with selected Contractor at that time.

5.2 Confidentiality

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

5.3 Contract Requirements

The selected vendor will sign a contract with the State to provide the items named in its response, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response, will be drafted as requirements of the contract. This contract will be subject to review throughout its term. **PLEASE NOTE THAT THE STATE WILL NOT ACCEPT THE VENDOR'S STANDARD FORM IN LIEU OF THE STANDARD STATE CONTRACT PROVISIONS.**

5.4 Terms and Conditions for Technology Contracts

The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response. The state reserves the right to purchase hardware or software recommended in the vendors proposal from any state contract in force.

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

1. The State of Vermont expects the vendor and their legal counsel to carefully review and be prepared to be bound by the ***Standard State Provisions for Contracts and Grants*** outlined in Attachment C.
2. If the vendor wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

3. All contracts are subject to review and approval by the Attorney General and Secretary of Administration. A software license and maintenance support agreement will be required for all major software proposed for this project.
4. Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The State may renew this Contract for additional renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. The vendor should guarantee that its rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the vendor agrees to apply those same discounts and offerings to the State of Vermont.
5. The State of Vermont has no legal authority to indemnify a vendor and will not consider limitations of liability or third party claims. These 2 conditions are not negotiable. Vendors who are not able to legally enter into a contract under those conditions should not submit a bid.

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

5.5 Performance Measures

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

5.6 Acknowledgment of Terms

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

5.7 Indemnification

The State of Vermont has no legal authority to indemnify a vendor, and that issue is not negotiable.

5.8 Location of Work

As a general rule, project work will be done in Montpelier, Vt. The bidder will be required to work on-site in (such site or sites in area, Vt. as may be identified by the State) where space will be provided, however travel to other State facilities may be needed and the vendor will be responsible for such travel using their own mode of transportation. Occasional exceptions to this rule may be established by mutual agreement between the Bidder and the State Project Manager.

5.9 Statement of Rights

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their

proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

5.10 Taxes

Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5.11 Order of Precedence

The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

5.12 Specification Change

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

5.13 Amendments

No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

5.14 Non Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

5.15 Business Registration

To be awarded a contract by the State of Vermont an offeror must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>

5.16 Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Service Providers with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with the Service Provider, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Service Provider, the State reserves the option of negotiating with another Service Provider.

5.17 Software License and Maintenance Agreement Requirements

The bidder shall provide –State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the vendor’s proposal.

As already noted, the State of Vermont has no legal authority to indemnify a vendor, and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Vendor wishes the State to sign, and those issues are not negotiable. Vendors who are not able to legally enter into a contract under those conditions should not submit a bid.

6 Sealed Bid Instructions:

6.1.1 All bids must be sealed and must be addressed to:

John McIntyre,
Purchasing Agent, State of Vermont,
Office of Purchasing & Contracting,
10 Baldwin St.
Montpelier, VT 05633-7501.
Email: john.mcintyre@state.vt.us

BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

- 6.1.2 All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.
- 6.1.3 Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at:
<http://bgs.vermont.gov/purchasing/bids>.
- 6.1.4 All bids will be publicly opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

6.2 Delivery Methods:

- 6.2.1 U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
- 6.2.2 EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- 6.2.3 HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- 6.2.4 ELECTRONIC: Electronic bids will not be accepted.
- 6.2.5 FAX BIDS: FAXED bids will not be accepted.

7 Vendor Response Content and Format

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

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

7.2 The bid should include a **Transmittal Letter** and **Technical Response** and a **separate Pricing Response**. The bid shall include a **table of contents**, preceding the cover letter, with applicable page numbers to all content included in your response.

7.3 Cover Letter

7.3.1 Confidentiality.

As discussed above under Section 5.3, all submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify in their cover letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy should be included for portions of submittal that is not proprietary.**

7.3.2 Exceptions to Terms and Conditions for Technology Contracts.

If the vendor wishes to propose an exception to any Terms and Conditions for Technology Contracts, it must notify the State of Vermont in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Terms and Conditions for Technology Contracts, as outlined in Attachment D of this RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

7.4 Quality

If applicable, all products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

7.5 Worker's Compensation; State Contracts Compliance Requirement

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

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.
- The bidder is required to report information on any violations that occurred in the previous 12 months.
- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

In order for a bidder’s response to be considered valid, bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

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

7.7 Workers’ Compensation; State Contracts Compliance Requirement; Self Reporting: This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.8 Workers’ Compensation; State Contracts Compliance Requirement; Subcontractor Reporting: This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.9 Offshore Outsourcing Questionnaire: This form must be completed and submitted as part of the proposal to be considered valid.

8 Cost Proposal

Instructions to Offerors: Complete the table below by providing associated pricing in the boxes provided for each requested category. Responses in the “notes” section should include (but are not limited to): details of what is included, exclusions, annual percentage of escalation charges. All questions shall be addressed; Offerors may choose to include a response of “N/A” if Offeror believes it is appropriate.

Description	Monthly Fee	NRC/Set Up Fees	Notes
1. Private colocation suite			
2. 42U Rack Rental			
3. Power: Rack < 5kw of IT load			

4. Power: Rack 5kw-10kW of IT load		
5. Power: Rack > 10kW of IT load		
6. Cooling per 42U Rack		
7. Dark Fiber: 2 strands		
8. Dark Fiber: 4 strands		
9. Dark Fiber: 6 strands		
10. Dark Fiber: 12 strands		
11. ISP Cross Connect Fees		
12. Office Space		
13. Remote Hands		
14. Administrative Fees		

8.1 Costs of Preparation

The offeror shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made. Remember: the proposal must be fixed cost, inclusive of expenses, for specific deliverables. The State generally doesn't enter into time and material contracts.

9 Method of Award

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

9.1 Independent Review:

Per Vermont statute, all information technology contracts with a value of \$500,000 or more must undergo an "independent review" by an uninvolved party who is engaged by the State Chief

Information Officer to review the decision of the contracting agency in its selection of a particular information technology proposal. The cost of the independent review is borne by the State Sponsor Agency. This review includes the following elements:

- An acquisition cost assessment
- A technology architecture review
- An implementation plan assessment
- A cost/benefit analysis

10 Submission Instructions and Checklist:

10.1 Closing Date

The closing date for the receipt of proposals is **6/1/2012 at 3PM**. Bid must be delivered to:
Vermont Purchasing and Contract Administration Division
Office of Purchasing & Contracting
10 Baldwin St,
Montpelier VT 05633-7501

Prior to **3PM**. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.

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

10.2 Submission Checklist

- 10.2.1 Hard *Copies* (3) – (Reference 7.1)
- 10.2.2 Original Unbound *Master* (1) – (Reference 7.1)
- 10.2.3 Transmittal Letter – (Reference 7.2)
- 10.2.4 CD – (Reference 7.1)
- 10.2.5 Table of Contents (Reference 7.1)
- 10.2.6 Technical Response (Reference Section 3)
 - Data Center Specifications (Reference 3.4)
 - Contractor Information, Background, and Strategy (Reference 3.5)
 - Additional Documentation (Reference 3.6)
 - Multiple Bid Narrative (Reference 3.7)
- 10.2.7 Standard State Provisions for Contracts and Grants (Reference Attachment C)
- 10.2.8 Offshore/outsource form – (Reference Attachment B)
- 10.2.9 Certificate of Compliance – (Reference Attachment A)
- 10.2.10 License & Maintenance Agreements – (Reference 5.20 if applicable)
- 10.2.11 Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
- 10.2.12 Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

10.3 Sealed Bid Instructions

Attachments:

Attachment A: Certificate of Compliance

Attachment B: Offshore Outsourcing Questionnaire

Attachment C: Standard State Provisions for Contracts and Grants (January 8, 2009)

Attachment D: Commodity Purchases Terms and Conditions (if applicable)

Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

REMEMBER!

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:

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

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

Attachment A: Certificate of Compliance

DATE:

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

Taxes: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

Insurance: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

Contract Terms: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

Terms of Sale: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

Form of Payment: Would you accept the Visa Purchasing Card as a form of payment? ___ Yes ___ No

Insurance Certificate(s): Attached _____ will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

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

Worker's Compensation; State Contracts Compliance Requirement

RFP/PROJECT:

DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting Form 1 of 2

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

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

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

**Subcontractor Reporting
Form 2 of 2**

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

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____
Signature (Bid Not Valid Unless Signed)*

Name: _____
(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

Attachment B: Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

 Name of Bidder:
 RFP Version 05033012

 Signature of Bidder:

 Date:

Attachment C: Standard State Provisions - FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of

insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require

a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full

- compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.)

Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or.
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

State of Vermont – Attachment C_1/10/11 Page 4 of 4

Attachment D: Commodity Purchases Terms and Conditions

1. Statement of Rights: The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. Responses: Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. Prices: Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.

4. Taxes: Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. Order of Precedence: The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

6. Substitution: Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. Specification Change: Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. Method of Award: Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.

9. Default: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Cancellation: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. Delivery: Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. Invoicing: All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. Non Collusion: The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

14. Amendments: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

15. Confidentiality: The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. Certification for apparel, footwear, and textiles (sweatshop prohibition): Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.