



Department of Buildings and General Services

(a) Purchasing & Contract Administration

1078 US Route 2 Middlesex

Montpelier VT05633-7601

www.bgs.state.vt.us

[phone] 802-828-2211

[fax] 802-828-2222

Agency of Administration

SEALED BID

Article II. REQUEST FOR PROPOSAL

Statewide Automated Victim Information and Notification System

DATE: March 26, 2008

QUESTIONS DUE BY: April 7, 2008

DUE DATE and BID OPENING: April 28, 2008

TIME OF BID OPENING: 3 pm

LOCATION OF BID OPENING: 1078 US Route 2, Middlesex

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT www.bgs.state.vt.us/pca/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.

PURCHASING AGENT:

TELEPHONE:

E-MAIL:

FAX:

John McIntyre

(802) 828-2210

john.mcintyre@state.vt.us

(802) 828-2222

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1. OVERVIEW

1.1 SCOPE: The Vermont Purchasing and Contract Administration Division is seeking to establish purchasing agreements with one or more companies that can provide a statewide automated victim information and notification system.

The immediate goal of this project is to create the Vermont Automated Notification (VAN) System, which will improve the Department of Corrections' (DOC) capacity to provide accurate and timely notification to crime victims as required by State Statute (Title 13 Chapter 165). The long term goal is to create an automated notification system that will allow anyone in the state, including law enforcement agencies, States Attorneys, community groups, friends, and family members of victims and offenders to access information about an offenders status.

The Automated Notification Vendor (VENDOR) will work with the DOC's IT Department to make all necessary computer and database adjustments so that links between the Vendor and the DOC's databases can be completed. All booking and movement data, including anticipated parole and release dates are contained on the existing DOC database, requiring only minimal modifications in order for all required notifications to be made automatically. In addition to adding a list of notification events, staff will be trained in the transition from the current notification system to the new automated system. Staff will be required to enter codes on a consistent basis into the database so that all necessary notifications will be made accurately and in a timely fashion through the automated system.

The Department of Corrections Victim Services Director will work with the Vendor to develop a public relations and communication plan that will target residents of the state to inform them about the new VAN system and guide them through the registration process should they wish to receive notification. A training plan will also be developed for stakeholders such as States Attorney's Victim Advocates, Network Against Domestic and Sexual Violence member agencies, and Law Enforcement agencies which will teach them about the new VAN system and explain their critical role in the process of registering victims onto the system.

1.2 BACKGROUND:

The State of Vermont passed a Victim's Bill of Rights during the 1996 legislative session. Title 13 Chapter 165 of the statute outlines the rights and privileges that crime victims in Vermont are entitled to, including:

- ◇ The right to be treated with courtesy and sensitivity,
- ◇ The right to be present and heard during court proceedings and sentencing,
- ◇ The right to be notified when there is a change in status of an offender awaiting trial or under the supervision and custody of the Department of Corrections
- ◇ The right to be made aware of the whereabouts of convicted sex offenders.

By statute, three state agencies, The State's Attorney's Office (court proceedings), the Vermont State Police (sex offender registry), and the Department of Corrections (custody status), are required to perform some level of victim notification. Currently, offender data is not linked among these state agencies and all notification activities are done independently by each.

After the Victims Bill of Rights was passed 1996 all attempts were made by the Department of Corrections to comply with the Victim's Rights legislation and provide victims with notification. A system was developed whereby a victim's written request for notification was sent to the facility where the offender was incarcerated and was then filed in the offender's core file. This file was flagged to indicate that there was a victim notification request. Caseworkers, by directive, were then required to

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send a registered letter to the victim each time there was a notification event, such as a release on furlough, a parole hearing, an escape or a re-arrest. The manual nature of the system made it inefficient, cumbersome, and not always accurate or timely.

In 1999 the Vermont Department of Corrections hired its first Victim Services Director. By 2003 there was a Victim Services Program within the DOC with a staff of six advocates; a Victim Services Program Director, a Project manager, and four full time Victim Services Specialists. The Victim Services Program staff members are located throughout the state in both local probation and parole offices or in Central Correctional Facilities. Efforts to update the victim notification system in the DOC started in 2001 but were halted due to a lack of funding. In 2005, when Federal monies became available to states to automate their victim notification systems, efforts were re-launched and the Victim Notification Advisory Group was convened. Through the work of that group, Federal funding was secured in April 2007 to implement a statewide automated victim notification system for the Department of Corrections.

The Victim Services Program staff, including the Director, Program Coordinator, and the Victim Service Specialists (VSS), will play a significant role in the creation of the Statewide Automated Victim Information Notification System. The Victim Services Director will manage the program and supervise the additional project staff, including the Project Manager and the Project Technicians, and will conduct the training of DOC staff and community stakeholders and modify paperwork and directives.

The Victim Notification Advisory Group (VNAG) will meet monthly and provide oversight for the project. An internal DOC Workgroup, made up of representatives from the Field Offices and correctional facilities, IT, HRD, and Policy Development is meeting monthly to review the progress of the project and give feedback on its design.

1.3 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, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Montpelier, VT 05633-7601. John McIntyre, Purchasing Agent is the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

1.4 QUESTION AND ANSWER PERIOD: 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 April 7, 2008. Questions may be e-mailed to john.mcintyre@state.vt. 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 will be 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 at www.bgs.state.vt.us/pca/bids. Every effort will be made to make these responses available as soon as possible after the question period ends, contingent on the number and complexity of the questions.

1.5 METHOD OF AWARD:

1.5.1 CONTRACT 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 vendors who submitted proposals 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 things being equal, preference will be given to resident bidders of the State and products raised or manufactured in the State.

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1.5.2 EVALUATION CRITERIA: A Review Committee comprised of the Director of Victim Services, The Automated Notification Grant Manager and two representatives from the Victim Notification Advisory Group and a representative from the DOC's IT Department will review all proposals. Proposals will be scored on their ability to meet the specifications of the project, price and service.

1.6 CONTRACT TERMS: The selected vendors will sign a contract with the State to provide the items named in their responses at the prices listed. Minimum support levels, as well as terms and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. 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 services offered in their response.

1.10 ATTACHMENTS:

1.10.1 Offshore Outsourcing Questionnaire

1.10.2 Vermont Tax Certificate and Insurance Certificate

1.10.3 Purchasing and Contract Administration Terms and Conditions dated January 1, 2007

- 1.11 DELIVERY:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery costs will be honored. All hardware and equipment shall be delivered, assembled, serviced, and ready for immediate use, unless otherwise requested by the purchasing agency. Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Division of Purchasing and Contract Administrations terms and conditions.
- 1.12 QUALITY:** 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.
- 1.13 EQUIPMENT WARRANTY:** The manufacturer shall include with their proposals a written warranty for each piece of equipment that they intend to furnish. Warrantees are to be based on commercial use. A minimum of one (1) year commercial use warranty is required. It is desirable that the bidder offer more than one (1) year.
- 1.14 TECHNICAL SUPPORT/TRAINING:** The Vendor shall have written standards that relate to technical support, availability; response times for problem resolution; tracking of problems to resolution; trained operator metrics. Training proposals provided by the Vendor must include strategies for educating stakeholders, victims and survivors, and other community members as listed above, and recommendations for the use of various training mediums such as classroom training, video conferencing, and other technologies such as web cast training as well as video and the print media.
- 1.15 SUPPORT DOCUMENTATION:** All awarded contractors must provide 3 copies of their software documentation to all agencies, departments, individuals facilities, and/or political subdivisions who make such requests. Bidders shall provide an electronic copy each of the user guide(s), any training materials and all documentation relating to technical requirements and specifications with each order.

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1.16 AVAILABILITY: Project delivery time table to be supplied by contractor in proposal.

1.17 INVOICING: All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services.

1.18 REMITTANCE OF PAYMENT: Specify the address to which payments will be sent.

2. DETAILED SPECIFICATIONS: (For the purposes of this RFP the Vendor will be referred to as the VAN System Provider and the customer will be referred to as the Vermont Department of Corrections)

The VAN System Provider's technological capabilities must be able to accommodate the following design features

REGISTRATION

- Victims will be able to register for notification on either the VAN System's secure website via Vermont DOC Victim Services staff through a paper request for notification form or via a 24 hour toll-free telephone number
- The Webpage and telephone registration process will also give victims the option to learn more about their rights as victims and to link to other Vermont Victim Services websites.
- Callers to the VAN System will be able to use an automated service, or connect to a live operator on a 24-hour per day, 365-day per year basis.
- Victim Services will have access to victim registration data from victims who register through the 800 number or through the web
- Victims will be able to choose how they wish to receive the automated notification (phone/email/letter alone)
- Victims will be able to select from a list of Statutorily Required Notification Events and an Expanded list of notification events for which they wish to be registered
- Victims will have access to their own profile page that will show them what events they are registered for and by what method/s they wish to be notified
- Victims will have the capacity to register and "un-register" for notification using an identity verification process either through the Victim Services System or through the VAN provider.
- The VAN System will use a PIN or other means of positive identification to verify the receipt of a call or email.
- Registered victims receives a PIN when they register and have the ability to reset or select their own PIN once registered either directly through the VAN System or through Victim Services.

NOTIFICATION TECHNOLOGY DESIGN/NOTIFICATION EVENTS/NOTIFICATION TYPES:

- Telephone - Interactive Voice Response (IVR) capability for both inbound and outbound communications.

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- The IVR system must be able to handle multiple languages that will be represented by their constituents (note AHS policy on multiple language usage)
- Sufficient capacity so that an individual will not receive a busy signal or hold times during an inbound call.
- All outbound telephone notifications will occur within 15 minutes after the data is received by the VAN system.
- High quality human sounding Text to Speech (TTS) Technology preferred
- Scripts and printed materials are specific to the State of Vermont
- Web - Registered Victims and community members who access information through the Web portal must be able to access only that offender information allowed by the laws governing the State of Vermont
- The VAN provider must also provide a secure administrative portal through which to administer the program.
- Both web portals should conform to the Section 508 Act.
- Email - send outbound email notifications of events to registered participants. Emails must be sent within 15 minutes after the data is received by the Vendor and must include a secure retrieval and confirmation of receipt process. (PIN Number or password)
- Telecommunications Device for the Deaf (TDD) with the same automated inbound and outbound scripts for TDD as available through the IVR capability. The TDD services must have the capacity to provide minimal busy signals during an inbound call attempt and provide the capability to make all outbound TDD notifications within 15 minutes after initial receipt of data.
- Letters: generate letters automatically on DOC stationery in the Victim Services central office for all notification events required by statute in support of the automated phone call/email. Software/hardware provided by VAN Provider
- Written “feedback” notification protocol in the event that delivery of the primary notification cannot be confirmed
- Reports generated by the VAN System on a regular basis to track notifications
- any Web pages created as a part of this RFP must comply with all state Web design policies and standards available here: <http://dii.vermont.gov/technical/webmaster/policies>
- unless there is a significant business need that necessitates it, all Web pages associated with this project should be developed in the ECMS, if possible.

DATA SHARING/DATA SECURITY/SERVICE DELIVERY/ STANDARDS

- Data exchanges with the system should comply with Global Justice XML Data Model (GJXDM) version 3.02 or higher. The GJXDM reference model can be found at

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http://it.ojp.gov/topic.jsp?topic_id=43. This reference site contains all of the data elements that are needed to exchange data. A more specific reference model is identified further in this document.

- The Vendor should be ready to comply with the National Information Exchange Model (NIEM) standards that are currently being developed. The goal of NIEM is to define data elements that are common across the multiple domains
- The Vendor should conform to the National Association of Chief Information Officers (NASCIO) Concept for Operations for Integrated Justice Information Sharing Guiding Principles for integrated justice.
- All information is captured at the originating point, rather than reconstructing it later
- Information is captured once and reused, rather than re-captured when needed again.
- Security and privacy are priorities and the vendor has documented security controls and periodic security/penetration tests to protect the data..
- Builds VAN System integration on current infrastructure and incorporates capabilities and functionality of existing information systems, where possible.
- Accepts data from the Vermont Department of Corrections' Offender Data Management System (ODMS) and be able to process that data to provide the information and make notifications. In no way, should the VAN System Provider's solution dictate an Offender Data Management System solution
- Transfers and receives data through a secure transfer mechanism that employs encryption such as Secure File Transfer Protocol (SFTP) and conforms to AHS data transfer best practices.
- The VAN System Provider must produce written training standards for their 24 hour operators
- Demonstrate a record of 99.95% system uptime
- Does not require an individual to have administrator rights on their computers, install additional software on their computers, require or rely on specific versions of browsers or internet helper applications such as but not limited to java, javascript, unsigned activex controls, or adobe acrobat.
- plan for:
 - Servers/system redundancy
 - 24-hour IT staffing and support
 - Data monitoring frequency – 24-hours per day, 365-days per year;\2. Alarms monitored by technical support staff 24-hours per day, 365-days per year
 - Customer notification of alarm conditions
 - Alarm resolution
 - Customer access to both current (real-time) and archived system logs/reports of metrics/alarms
 - Allowing portions of the system that may reside inside the AHS network to be able to adequately be managed, maintained, and updated as necessary by AHS IT staff.
- The VAN System Provider must have written policy, procedures, and standards that address:

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- The design and development of high-quality data interfaces between the VAN System Provider the customer (Vermont Department of Corrections)
- Data Security
- Methods of maintaining the quality of data interfaces to ensure that the interface performs and remains compliant with the original design specifications;
- Resolution of problems that arise with a data interface
- Database synchronization – ensuring that the data maintained by the vendor is accurate and up-to-date at all times;
- Monitoring data rejection reports to identify problems with an interface
- Incident Tracking
- Problem Resolution
- Agency Communication
- Change Management / Change Requests
- Compliance with NIST Special Publication 800-53 Recommended Security Controls, Low Impact Baseline (<http://csrc.nist.gov/publications/nistpubs/800-53-Rev2/sp800-53-rev2-annex1.pdf>)
- The VAN System Provider must be able to generate complete and accurate performance report on the VAN system on a weekly and monthly basis and the capacity to produce customer generated reports on site containing the following:
 - inbound call volume
 - number of outbound notifications
 - number of notifications confirmed, unconfirmed or undeliverable
 - number of victim registrations
 - number of active and inactive registrations
 - Alarm Monitor
 - Incident Tracking Reports
 - Tracking of type of services registered for by victims/survivors
 - Tracking of edits/changes made by victims/survivors

TRAINING/ PUBLIC RELATIONS CAMPAIGN/MATERIALS

- Van System Provider must be able to provide training and public awareness materials and consultation

3. VENDOR RESPONSE CONTENT AND FORMAT: The instructions and format for the submission of proposal information are designed to ensure the provision of data considered essential to the understanding and comprehensive evaluation of the bidder's proposal. There is no intent to limit the content

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of the proposals, nor in any way to inhibit a presentation in other than the vendor's favor. The vendor may include such additional information or data as may be appropriate, or offer alternate solutions but should not exclude any portion requested in this document. All proposals should contain the following information.

- 3.1 **IDENTITY OF PREPARER(S).** A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact for clarification of information must be included.
- 3.2 **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in supplying similar programs to other states
- 3.3 **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 3.4 **NARRATIVE:** Provide a point by point narrative that states how they will meet the requirements of this Request for Proposal.
- 3.5 **ACKNOWLEDGMENT OF TERMS:** A statement acknowledging Purchasing and Contract Administration Terms and Conditions. (These will be considered when making an award).
- 3.6 **PRICING:** Provide a clear breakdown of cost including tech support, maintenance, interface development, hardware, delivery training, and a public relations campaign.
- 3.7 **OFFSHORE OUTSOURCING QUESTIONNAIRE:** All bidders are to complete the attached questionnaire.
- 3.8 **VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4. PROPOSAL SUBMISSION:

- 4.1 **CLOSING DATE:** The closing date for the receipt of proposals is April 28, 2008 at 3 pm. Bid must be delivered to: Vermont Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Montpelier, VT 05633-7601 prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.
- 4.2 The bid opening will be held at 1078 US Route 2, Middlesex, VT and is open to the public. Submit an original (clearly marked as such) and five (5) copies and include two (2) electronic copies on CDs.

5. SEALED BID INSTRUCTIONS:

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Montpelier, VT 05633-7601. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

- 5.1 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

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- 5.2 Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor. 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: www.bgs.state.vt.us/pca/bids.
- 5.3 All bids will be publicly opened. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.

6. DELIVERY METHODS:

- 6.1 U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.
- 6.2 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.
- 6.3 HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- 6.4 ELECTRONIC: Electronic bids will not be accepted.
- 6.5 FAX BIDS: Not Allowed

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.

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:

Signature of Bidder:

Date:

i) PURCHASING AND CONTRACT ADMINISTRATION
ii) TERMS AND CONDITIONS

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **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. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. 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. **Responses:** Responses must be submitted on and in accordance with forms or format provided by Purchasing and Contract Administration Division. Prices and information entered on the quote, except signature of vendor, should be typed or printed for legibility. **ALL SUBMISSIONS MUST BE SIGNED.**
4. **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.
5. **Taxes:** Most Vermont 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.
6. **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.
7. **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 Purchasing and Contract Administration Division.
8. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Purchasing and Contract Administration Division. Verbal instructions or written instructions from any other source are not to be considered.
9. **Method of Award:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
10. **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.
11. **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 consistent with the terms of the contract.

12. **Delivery:** Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Purchasing and Contract Administration Division's 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 to remain the property of the State unless otherwise stated. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
13. **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.
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.
15. **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.
16. **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.
17. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
18. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
19. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation 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 contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
20. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
21. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

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

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

Premises - Operation
Independent Contractors' Protective
Products and completed Operations
Personal Injury Liability
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: **\$1,000,000** combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

22. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
23. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
24. **Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
25. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
26. **Taxes Due To the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

27. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the _____ date the contract is signed, he/she:

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

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

28. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 26 above.

29. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

30. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.

31. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor'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.

DATE: March 24, 2008

REQUEST FOR PROPOSAL
Statewide Automated Victim Information and Notification System

Address _____

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

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sale 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.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. 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, 32 V.S.A. subsection 3113. In signing this bid, the bidder 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.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: _____ (within 5 days)

Delivery Offered _____ Days After Notice of Award

Terms of Sale _____

Quotation Valid for _____ Days _____

Date: _____

Name of Company: _____

Telephone Number: _____

Fed ID or SS Number: _____

Fax Number: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

This is NOT AN ORDER

Section 2.02

Section 2.03 All returned quotes and related documents must be identified with our request for quote number.