VERMONT

**Department of Buildings and General Services**
**BGS Financial Operations**
**Office of Purchasing & Contracting**
10 Baldwin St [phone] 802-828-2211
Montpelier VT05633-7501 [fax] 802-828-2222
http://bgs.vermont.gov/purchasing

*Agency of Administration*

# SEALED BID

# REQUEST FOR PROPOSAL

## POSITION CLASSIFICATION/COMPENSATION STRUCTURE: REVIEW & RECOMMENDATIONS

**ISSUE DATE:** July 29, 2015

**QUESTIONS DUE BY:** August 10, 2015

**DUE DATE and TIME:** August 21, 2015 at 2:00 PM.

**LOCATION OF BID OPENING:** 10 Baldwin St, 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:** Michele Snyder
**TELEPHONE:** (802) 828-5684
**E-MAIL:** Michele.snyder@vermont.gov
**FAX:** (802) 828-2222

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** The State of Vermont, Department of Human Resources, is seeking a vendor that can evaluate and recommend changes or alternatives to the position classification system applicable to State employees and the rules governing the current system.

1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for the period of September 14, 2015 through April 30, 2016. Proposed start date will be September 14, 2015.

1.3 **SINGLE POINT OF CONTACT:** All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **Michele Snyder**, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Michele Snyder** 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.

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 August 10, 2015. Questions may be e-mailed to Michele.snyder@sate.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.

1.5 **INSTRUCTIONS FOR BIDDERS**: see sections 5 and 6.

2. **DETAILED REQUIREMENTS:**

2.1 **BACKGROUND**

The State of Vermont, Department of Human Resources (DHR), uses the Willis "Guide to Position Measurement". This system was implemented by the State in 1986, and it is a point factor job evaluation system. The system is used to evaluate job duties and determine a point total which translates to a "pay grade". The State has used a grade and step compensation system for salary administration purposes since 1986. Currently the State uses two primary pay charts for jobs in the Executive Branch; one for all employees except State Police Officers, and one for State Police Officers. The Judicial Branch also uses the Willis system and a step and grade pay chart. The Willis "Guide to Position Measurement" was last recalibrated in 1994. The company implementing this system, Normal D. Willis & Associates, no longer exists, and therefore the system is not supported. Updates to the pay charts are based solely on the outcomes of the Collective Bargaining Agreements. There is a policy in place that allows the State to assess market conditions and apply a "market factor adjustment" for a very small number of highly professional jobs.

The State has approximately 8,000 employees covered by the current classification and pay system. The current job evaluation system is administered by the DHR. The State uses some agency and department specific classification committees. Even with the decentralized classification committees the administrative work is almost completely centralized. The current use of a large number of unique titles makes it difficult to decentralize or streamline routine classification actions to agencies and departments. Classification training and support is very limited, and often local training by professional associations is not relevant to our work.

The State of Vermont is issuing this proposal to evaluate and recommend changes or alternatives to the position classification system applicable to State employees and the rules governing the current system. Vermont's Legislature (Act 58, Sec. E.100.1, 2015) has specifically authorized:

***"1. Evaluate whether the current position classification system, which is based upon a point factor comparison method of job evaluation, effectively serves the needs of State government.***

***2. Provide a summary of the classification systems used in other states, counties, or municipalities that are most comparable to Vermont and a review of the best classification practices in public sector organizations.***

***3. Assess alternatives or changes to the current position classification system that would better serve the needs of State government, would be easier and more flexible to administer, would better reflect the work performed by State employees, and would provide a common platform for organizing, assigning, and managing jobs, would identify career paths, and would ensure compensation is competitive, equitable, and fiscally sound.***

***4. Provide an analysis of the impacts of implementing alternatives, including recommendations for transitioning to an alternate classification system."***

## 2.2 PROJECT SCOPE

DHR desires to engage a knowledgeable and experienced vendor to deliver technical expertise as well as business process design to accomplish this project.

The scope of the project at a high level is to review the current system and provide DHR with actionable recommendations for a modern, professionally acceptable system which incorporates internal, external and individual equity in terms of classification and pay.

The evaluation and report should include/address the items below and will allow the State to make informed decisions about the next steps in the process to modernize and improve our systems.

## 2.3 DELIVERABLES

A. Provide an evaluation of the current Willis position evaluation system. The Willis "Guide to Position Measurement" system is no longer supported, therefore the evaluation should include an assessment of the risks associated with using an unsupported job evaluation tool. In gathering the data necessary for an evaluation, the vendor shall interview managers and supervisors, as well as Vermont State Employees' Association and Vermont Troopers' Association representatives. The vendor will also provide the opportunity for comment by classified State employees.

B. Provide a summary of the classification/compensation systems used in other states, counties, or municipalities that are most comparable to Vermont and a review of the best classification/compensation practices in public sector organizations.

C. Review Vermont's statutory requirements including the requirement to use a point factor system. In order to implement your recommendations in (H) below, indicate any required changes to the statutes.

D. Review the Collective Bargaining provisions for classification, including the salary adjustments resulting from a classification action and the pay grade and step system. In order to implement your recommendations in (H) below, indicate any issues for consideration with regard to the collective bargaining agreements.

E. Gather data from key stakeholders to collect input regarding compensation issues for the State of Vermont and facilitate a vision of a statewide compensation philosophy.

F. Vendor will provide information on current market pay systems to include their design underpinnings and intended outcomes. The focus will be on providing an understanding of how market pay systems can be used in a public sector environment to provide internal, external and individual pay equity.

G. Evaluate whether pay for performance can be successfully integrated into a public sector classification and compensation system.

H. Assess alternatives or changes to the current position classification and compensation system and provide recommendations for a modern, professionally acceptable system which incorporates internal, external and individual equity in terms of classification and pay. The recommended system(s) should be easily understood, gender neutral, defensible, and less labor intensive.

I. Provide an analysis of the impacts of implementing alternatives, including recommendations for transitioning to an alternate classification/compensation system, overview of a typical implementation process, and projected timeline.

## 2.4 TIMELINE OF PROJECT

The enabling language (Act 58, Sec. E.100.1, 2015 (d)) indicates that the Vendor should be prepared to issue a report on or before January 15, 2016 unless the contract specifies an alternate date. DHR will negotiate with the successful proposer to develop mutually acceptable specific time tables and milestones in the contract. The draft report will be issued to the DHR. The final report will also be provided to the Senate and House Committees on Appropriations and the Senate and House Committees on Government Operations, the Vermont State Employees' Association, Inc., and to the Vermont Troopers' Association.

## 2.5 INSTRUCTIONS TO PROPOSER

In preparing your written responses to the Questionnaire, please repeat the question or requirement, followed by your response.

Please provide complete answers and explain all issues in a concise and direct manner. If information to concisely answer a question is not available, please indicate. All requested information is considered important. If information that you consider to be important has not been requested, please provide the information in the "supplementary information" section of your proposal.

## 2.6 QUESTIONNAIRE

2.6.1 State the full name and home office address of your organization. Describe your organizational structure (e.g., publicly held corporation, private not-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated. List the name and occupation of the individuals serving on your organization's board of directors, and list the name of any entity or person owning 10% or more of your organization.

2.6.2 List the name, title, mailing address, telephone number, facsimile number, and e-mail address of the contact person for this proposal.

2.6.3 How long has your organization been in business?

2.6.4 How long has your organization been providing classification and compensation consulting services to public entities?

2.6.5 List the office that will service the State. If it is located at a different address than the home office, provide the complete address, phone number, facsimile number and e-mail address for this office.

2.6.6 Provide the name(s) of the consultant(s) to perform the work for DHR and a brief statement as to why each consultant is qualified to provide services to DHR. DHR understands that consultants will be assigned to projects based on the type of project to be undertaken and the expertise and experience of an individual consultant. Identify the area(s) of expertise for each consultant.

2.6.7 Provide a complete resume for each consultant who will be assigned to render services to DHR, including detailed information on any special training or designations. **Identify the consultant who will serve as the primary contact for DHR.**

2.6.8 DHR must have prompt and direct access throughout the contract period to the consultant(s). Address in detail how your company will provide access of the consultant(s) to DHR.

2.6.9 Provide current examples of classification and compensation plans and reviews provided to other public sector entities that demonstrate your expertise and experience in performing a comprehensive review of an existing classification and compensation system for a public sector entity of a similar size and complexity of the State of Vermont.

2.6.10 Has your organization ever been involved in a lawsuit pertaining to any area covered by this RFP? If yes, provide details including dates and outcomes.

2.6.11 During the past five years, has your organization, related entities, principals, or officers ever been a party in any material civil or criminal litigation whether directly related to this RFP or not? If so, provide details including dates and outcomes.

2.7 **PROJECT MANAGEMENT TEAM**

Upon awarding of the contract, the successful proposer will name one individual as account manager to act as the agency representative to the DHR. The account manager will be responsible for servicing of the account and will be responsible for all deadlines and for the finished quality of all deliverables conducted through DHR. **Proposers will be asked to indicate the names and experience of all employees assigned to the Vermont Team and provide an organizational chart.**

3. **GENERAL REQUIREMENTS:**

3.1. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration. Proposals should include hourly rates not to exceed fixed price maximum amount.

3.2. **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

3.3. **ECONOMETRIC MODELING**: The Department of Buildings and General Services in accordance with Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation. Questions

have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling.

**For bid amounts exceeding $100,000.00 bidders are required to complete and submit the Econometric Modeling Questionnaire included as part of this RFP at time of bid.**

3.4. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the DHR and shall specify the address to which payments will be sent.

3.5. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the DHR, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

3.6. **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.

3.7. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time 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.

3.7.1. **Evaluation Criteria:** Considerations include but are not limited to consultant history of evaluation of classification and compensation systems for public sector entities of a similar size and complexity, resources to perform the stated worked within a compressed time frame, strength of references, and price.

3.8. **CONTRACT TERMS:** The selected vendor will sign a contract with the State to provide the services named in their response, at the prices listed. Minimum support levels, 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 service offered in their response.

3.9. **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.

3.10. **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.

3.11. **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.

3.12. **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.

3.13. **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.

4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

4.1. **NUMBER OF COPIES:** Please submit four paper copies, one CD copy and one redacted CD copy.

4.2. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in providing services of this nature.

4.3. **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.

4.4. **PRICING: Define Pricing Requirements. CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.5. **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.

4.6. **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.

4.7. **OFFSHORE OUTSOURCING QUESTIONNAIRE**: This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.8. **ECONOMETRIC MODELING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

5.1. **CLOSING DATE:** The closing date for the receipt of proposals is **August 21, 2015 at 2:00 PM.**

5.2. **BID OPENING**: The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.

5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

5.3.1 All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.

5.3.2 Office of Purchasing & Contracting 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.

5.3.3 All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder. 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.

5.4. **DELIVERY METHODS:**

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

5.4.2 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.

5.4.3 HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.4.4 ELECTRONIC: Electronic bids will not be accepted.

5.4.5 FAX BIDS: FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

6. **ATTACHMENTS:**

6.1. Attachment C: Standard State Contract Provisions (March 1, 2015)

6.2. Certificate of Compliance

6.3. Offshore Outsourcing Questionnaire

6.4. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

6.5. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

6.6. Econometric Modeling Questionnaire

# 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 Sub-recipient, 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 Sub-recipient 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, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

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 this 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.

    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**RFP/PROJECT: CLASSIFICATION/COMPENSATION**
**DATE: JULY 27, 2015**

## CERTIFICATE OF COMPLIANCE

**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 is/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: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

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

RFP/PROJECT: CLASSIFICATION/COMPENSATION
DATE: JULY 27, 2015

## 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 |
|---|---|---|
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**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: CLASSIFICATION/COMPENSATION
DATE: JULY 27, 2015

## 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 |
|---|---|---|---|---|
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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.

## Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United Sates. Indicate N/A if not applicable.

**Services:**

| Proposed Service to be Outsourced | Bid Total | Offshore Dollars | Represents what % of total Contract Dollars | Outsourced Work Location (Country) | Subcontractor |
|---|---|---|---|---|---|
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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 if provided Onshore | Bid Total if provided in Vermont | Cost Impact | Onshore Work Location | Subcontractor |
|---|---|---|---|---|---|
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Name of Bidder: _____ Signature of Bidder: _____ Date _____

# Econometric Modeling Questionnaire

**For bid amounts exceeding $100,000.00 bidders are required to respond to the questions identified below.**

Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation.

Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling. Indicate N/A if not applicable.

1. Vermont-based company?

   Yes: _____ No _____

2. Describe your companies presence in Vermont:

   Description: _____

   _____

3. Indicate number of employees residing in Vermont: _____

4. Indicate percentage (%) of employees residing in Vermont: _____(%)

5. Indicate Vermont payroll for most recent fiscal year: $ _____

6. Indicate percent (%) of total payroll in Vermont: _____(%)

**When responding to questions 7 and 8, please indicate: Yes, No, or Not known at time of bid.**

7. If Out-of-State Vendor (see Question 1), do you expect to use Vermont subcontractors to fulfill any portion of the Contract? Or, will Vermont be the source of any portion of goods sold? _____ _____

8. If Vermont Vendor (see Question 1), will out-of-state subcontractors or goods sourced outside of Vermont be used to fulfill any portion of the contract? _____

Name of Bidder: _____

Signature of Bidder: _____

Date: _____