REQUEST FOR PROPOSALS

FOR TWO STATISTICALLY VALID TELECOMMUNICATIONS SURVEYS

FOR THE STATE OF VERMONT

ISSUE DATE: March 29th, 2017

QUESTONS DUE BY: April 12th, 2017

DUE DATE and TIME: 4:30pm on May 3rd, 2017

LOCATION OF BID OPENING: 112 State Street, Montpelier, VT

PURCHASING AGENT: SUNNI ERIKSEN

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I. INTRODUCTION

This Request for Proposals (RFP) is issued by the Vermont Department of Public Service (DPS). The purpose of this RFP is to obtain from bidders proposals for the conduction of two surveys to be completed by qualified survey research contractors on the telecommunications needs of Vermont residents and businesses. One survey will be administered to Vermont business customers and the other survey will measure Vermont residential customers. The residential survey must include a sampling of cell phone users that is statistically representative of the state of Vermont. Contractors are invited to bid on either one or both surveys. If a company is to bid on both, please provide a price for conducting both surveys and also indicate if the company would be willing to complete either survey independent of the other. If so willing, please provide the price for each survey assuming it is the only survey the company will do. The Department may choose to award both surveys to the same contractor or award each of the surveys to a different contractor.

Included in the scope of the survey project are: identification of residential and business sample, the tabulation of survey data, and as technical reports of the findings.

Finally, this survey should make a best effort to include a statistically valid sampling of the disabled as represented in the Vermont population. Please include a recommendation for how to accept responses from the impaired. Methodology must include directions for communicating with TTY and TRS users.

The mission of the Vermont Public Service Department (DPS) is to serve all citizens of Vermont through public advocacy, planning, programs, and other actions that meet the public's need for least cost, environmentally sound, efficient, reliable, secure, sustainable, and safe energy, telecommunications, and regulated utility systems in the state for the short and long term. DPS is the sole point of contact concerning this RFP.

All communication and inquiries concerning this RFP should be addressed to: Sunni Eriksen, Connectivity Coordinator, Vermont Department of Public Service, 112 State Street, Montpelier, Vermont 05620-2601, (802) 828-5871, email sunni.eriksen@vermont.gov

II. PROPOSAL PROCESS

A. WORK TO BE PERFORMED/FINAL PRODUCT(S)

- The conduction of two surveys to be completed by qualified survey research contractors on the telecommunications needs of Vermont residents and businesses.
- One survey will be administered to Vermont business customers.
- One survey will be administered to Vermont residential customers.
- Bidders must be familiar with the method and practice of telephone survey research and have experience in using a Computer Assisted Telephone Interviewing (CATI) system. Bidders must adhere to the best practices and ethical guidelines of the American Association for Public Opinion Research.
- The contractor will provide a copy of the data layout which will be used. The layout will indicate the

column numbers to be used for the responses to each of the questions.

- The contractor will provide training to the interviewers giving them experience administering the questionnaire.
- After the first day of interviewing, and periodically as needed, the contractor will provide an electronic copy of the Microsoft Excel file of completes to date.
- For the residential survey, the contractor will compare the age/sex distribution of the sample with the age/sex distribution from the 2014 U.S. Census for Vermont and weight the sample as needed to correspond to the Census distribution.
- Additionally, the contractor will provide an appropriately weighted sample of cell phone users in order to give balanced consideration to the growing cell phone population in Vermont.
- The contractor will provide tabulations of all questions in a banner layout which shows the tabulation of each variable by an agreed upon set of key variables. These will be delivered to the Department of Public Service.
- As a result of examining these tabulations, the DPS will decide which of the tabulations should be in the final reports and may decide to request additional tabulations if particularly interesting results arise.

The goal is a cost-beneficial survey that will provide insight into the perception of the telecommunication infrastructure as it exists today, as well as identify the emerging trends and necessary telecommunications developments for the future.

B. RFP TIMETABLE

DPS reserves the right to change this schedule.

March 29th, 2017	RFP Released
April 12th, 2017	Questions due to DPS by 4 pm
April 19th, 2017	DPS response to bidder questions
May 5th, 2017	Bids due to DPS by 4 pm
May 12th, 2017	Announcement of contract award

C. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the bidder only up to the established due time and date, at which time they will be considered final.

D. BINDING OFFER

A proposal submitted in response to this RFP shall constitute a binding offer, until approval by the DPS of a finalized contract. Acknowledgment of this condition shall be indicated by the signature in the Transmittal Letter of the bidder or an officer of the bidder legally authorized to execute contractual obligations.

E. BID PRICES

Pricing must be firm. No estimates or contingencies are allowed. All bid prices submitted in response to this RFP must be the bidder's "best and final" offer. The DPS is not liable for any costs incurred by bidders prior to issuance of a legally executed contract. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

F. PROPOSAL SUBMISSION

Proposals are to be submitted to:
Sunni Eriksen
Connectivity Coordinator
Vermont Department of Public Service
112 State Street
Montpelier, Vermont 05620-2601

To be considered, proposals must be received by DPS on or before 4:30 p.m., May 5th, 2017. No proposals will be accepted after this time. Bidders mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal(s) by the time specified. The proposal package shall be hand delivered or sent by certified mail to the DPS address listed above.

An original and one copy of the proposal(s) must be submitted. In addition, bidders shall submit an electronic copy of their proposal(s), by the due date and time. Electronic proposals may be submitted by email to Sunni.eriksen@vermont.gov or may be included in Word (read only) or PDF format on a CD submitted with hard copies.

G. METHODOLOGY AND SURVEY & SURVEY INSTRUMENT

The survey methodology and instrument for each survey are attached. Sample size will be 400 for each survey. The residential survey will use an RDD or Electronic White Pages and Cell Phone RDD sample provided by the contractor. For the business survey, the sample, with organization name and phone number, and data will be furnished by the contractor. Two completed proposals (one original and one copy) should be submitted. One of the two should be labeled *Original* and contain all original signatures.

Proposals should be submitted in three-ring binders, with each page of the proposal numbered consecutively with the transmittal letter as Page 1. In the top or bottom margin of each page, the company name should be identified. Proprietary material should be printed on colored paper different from the non-proprietary material. Attachments may contain their own numbering system.

H. LATE PROPOSALS

Late proposals will not be accepted. It is the responsibility of the bidder to insure that the proposal(s) is/are received by the DPS on or before the proposal due date and time.

I. PROPRIETARY/CONFIDENTIAL INFORMATION

Any restrictions on the use or inspection of material contained within any proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the bidder under separate cover, for and with each proposal submitted by the bidder.

Proprietary/confidential information must be printed on colored paper different from the non-confidential material in each proposal, and clearly identified and easily separated from the rest of the proposal. Proprietary information, if any, will be handled by the DPS in accordance with its Standard Protective Agreement (Attachment B). Proprietary information submitted electronically should be contained in separate files from non-proprietary information, and the file names should clearly indicate the presence of confidential material.

J. NEWS & MEDIA
News releases pertaining to this RFP, contract award, or the Project shall NOT be made without prior written approval from the DPS.

K. RFP RESPONSE MATERIAL OWNERSHIP
All material, except proprietary information, submitted regarding this RFP becomes the property of the DPS. All submitted responses may be reviewed by any person after the contract has been signed. The DPS reserves the right to use any or all information/material presented in reply to this RFP, subject to limitations outlined in Section II: Proprietary/Confidential Information, and including the right to destroy any information at the discretion of the DPS. Disqualification of a bidder does not eliminate this right.

III. SELECTION & AWARD OF CONTRACT

A. AWARD OF CONTRACT
The basis for the selection of the winning bidder(s) will be made based on the sole opinion of the DPS that the proposal(s) submitted will be in the best interest of the State. The DPS is not obligated to select the lowest price bidder. The Department will evaluate all proposals received based upon its assessment of the reasonableness of cost, completeness and quality of the proposal, qualifications of the individuals proposed to perform the work, and any other criteria it deems relevant. Acceptance or rejection of any or all proposals will be determined by the exercise of the Department's sole discretion.

B. AWARD WITHOUT DISCUSSION
The DPS reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

C. CONTRACT DOCUMENT
After notification of acceptance, the DPS will require the successful bidder(s) to sign a contract(s) with the DPS that will include the following elements:

1. Terms and Conditions;
2. Bidder's Proposal(s) in response to this RFP, with amendments, if any
3. The RFP specifying the service(s) the bidder will be providing
4. Standard State Contract documents

All of the above items together, including any modifications or clarifications, will constitute a complete contract.

D. CONTRACT CANCELLATION
The DPS reserves the right to cancel any contract(s) resulting from this RFP, for cause, as will be defined in the Terms and Conditions of the final contract(s). Any work products will be delivered to the Department upon termination of the project.

IV. ELEMENTS OF PROPOSAL

A. GENERAL INFORMATION

1. STATE COMPLIANCE

a. Standard Contract Provisions

The State of Vermont expects the vendor to agree to the Standard State Provision for Contracts and Grants outlined in Attachment C. If the vendor wishes to propose an exception to any Standard State Provision for Contracts and Grants, it must notify the State of Vermont in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Standard State Provision for Contracts and Grants. 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.

b. State Reservation of Rights

To secure a project that is deemed to be in the best interest of the State, the State of Vermont reserves the right to:

(i) Obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal.

(ii) Extend any of the dates in the RFP Schedule Summary.

(iii) Select the most qualified firm based solely on the written proposal, without interviewing the vendor or other clients, or without product demonstrations.

(iv) Accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.

(v) Make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. PRICE PROPOSAL

A. PRICING

Prices in response to this RFP and ultimate reimbursement to the contractor(s) will be based on price quoted in RFP proposal.

Please note that the DPS will not pay any amounts for startup expenses or expenses incurred in the preparation of the bid proposal.

V. BIDDER RESPONSE REQUIREMENTS

A. PROPOSAL FORMAT AND CONTENTS

All respondents to this RFP must include the following information:

1. A brief description of the firm which includes its history, organizational structure, and size.

2. Who will have responsibility for these projects and what are his/her qualifications.

3. What is the experience of the interviewers to be used and what is their hourly rate of compensation

4. A list of recent CATI telephone survey work performed.

5. A proposed schedule for completing the projects.

6. Statements and discussion of anticipated major difficulties and problem areas, together with potential or recommended approaches for their solution.

7. An explanation of why RDD is or is not preferable to Electronic White Pages.

8. An explanation of how the cell phone population will be reached and the cost differential between a completed cell response vs. a completed RDD response and a completed EWP response.

9. The bidder's price.

B. NON-COLLUSION

Certification of four specific forms of non-collusion is required:

1. In certification 1, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure the proposed contract based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

2. In certification 2, the bidder warrants that except for proposed subcontracts or a joint proposal, the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor for this procurement.

3. In certification 3, the bidder warrants that unless otherwise required by law, the prices submitted have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or to any competitor, nor will they be disclosed prior to the award of the contract.

4. In certification 4, the bidder warrants that no attempt has been or will be made by the bidder to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition.

Bid prices are fixed for the term of the contract. Estimates will not be accepted. Payments will be based upon contracted services actually performed in accordance with the prices bid in the price proposal.

C. PROTECTIVE AGREEMENT (optional)

Bidders should fill out the Standard Protective Agreement in Attachment B if any information provided in the bid is to be considered proprietary or confidential.

Attachment A: Certificate of Compliance

RFP/PROJECT NAME:
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 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: Name:
Signature (Bid Not Valid Unless Sign

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: _____ 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