



# STATE OF VERMONT

AGENCY OF DIGITAL SERVICES

## STATEMENT OF WORK - REQUEST FOR PROPOSAL (SOW-RFP)

To perform a Standard Independent Review  
For the FY23 Leahy COPS Tech Grant - Transition to Statewide Regional Emergency  
Communications, a project of the Department of Public Safety

### **SOW RFP Issued**

December 6, 2023

### **Questions Due**

December 12, 2023 @ 4:00PM EST

### **PROPOSAL Due**

December 19, 2023 @ 2:00PM EST

### **Anticipated Award Date**

January 1, 2024

Questions and Proposals must be submitted via email attachment to [Alastair.Gee@vermont.gov](mailto:Alastair.Gee@vermont.gov) &  
[SOV.ITContractingBids@vermont.gov](mailto:SOV.ITContractingBids@vermont.gov)

## Overview

This SOW RFP is issued to all vendors that have been pre-qualified under a Master Agreement with the State of Vermont to provide the applicable service category(ies) identified in this SOW-RFP. After an evaluation of responses to this SOW RFP, the Contracting Agency (herein “Contracting Agency” or “State”) may elect to enter into a specific SOW Agreement which will outline all SOW Agreement requirements and payment provisions.

## Objectives

The State of Vermont, Office of the Chief Information Officer (CIO) requests Contractors submit a firm, fixed-price proposal to perform an Independent Review of the FY23 Leahy COPS Tech Grant - Transition to Statewide Regional Emergency Communications, (hereinafter “System Project”) on behalf of the Commissioner for the Department of Public Safety. Bidder’s may request an electronic copy of the State’s solicitation for the System Project via email to [Mandy.Wooster@vermont.gov](mailto:Mandy.Wooster@vermont.gov).

The purpose and resulting independent review will ensure the Department of Public Safety has correctly identified initial scope to invest funding to increase Resiliency of the Radio Technology Services (RTS) current system equipment, architecture and clearly identified future investment strategies.

The Independent Review (IR) services sought by this SOW-RFP shall include the following perspectives where applicable to ensure funds will carefully be spent. Vendors are encouraged to respond to the bid with any recommended changes to the following perspectives to ensure that we receive an informative assessment.

- A. an acquisition cost assessment.
- B. a technology architecture and standards review.
- C. an implementation plan assessment.
- D. a cost analysis and a model for benefit analysis.
- E. an analysis of alternatives.
- F. an impact analysis on net operating costs for the agency carrying out the activity; and
- G. a security assessment.

**If you are bidding on the System Project, do not submit a proposal for this SOW-RFP.**

A detailed outline of the required independent review deliverable is set forth in the form SOW Agreement included as Attachment 1 to this SOW-RFP.

## PRICE PROPOSAL

This SOW-RFP is for Standard Independent Review Services. Accordingly, the State will not consider bids greater than \$25,000.00, which is the maximum value allowed for this category under the Master Agreement with the State. Pricing proposals may only specify roles from among the roles identified in the retainer vendor’s Master Agreement. Rates included in the pricing proposal may not exceed the rates established in the Master Agreement. However, retainer vendors responding to this SOW-RFP may offer better pricing than is established under their Master Agreement with the State.

The State expects the IR Services to be completed within *30 to 35 working days after the start of work* (unless Contractor proposes a different schedule that is accepted by the State).

### **Evaluations of SOW Responses**

The responses will be evaluated based on the following:

- Length of Proposed work schedule
- Experience/Knowledge with the subject matter of the System Project to be reviewed
- Prior Experience with this type of independent review process
- An example of a Risk Management Plan

The attached Statement of Work (SOW) template included with this SOW-RFP will give Contractor a clear understanding of the State's expectation and will guide the Contractor's assessment of the effort required to complete the independent review.

If Contractor shall need to perform other tasks as part of this review process, or feels due diligence will require more time, please indicate so in response. In this case, please propose a timeline.

### **SOW AGREEMENTS**

If selected, the Contractor will sign a SOW Agreement with the Contracting Agency using the form included with this SOW-RFP to provide the deliverables set forth in its response and at prices agreed by the Contracting Agency. Minimum support levels set forth in this SOW RFP and terms, and conditions from the Master Agreement, including Attachment C thereto, will become part of each SOW Agreement. Each SOW Agreement will be subject to review throughout its term. The Contracting Agency will consider cancellation of each SOW Agreement, as well as the Master Agreement upon discovery that the Contractor is in violation of any portion of the Master Agreement or an SOW Agreement, including an inability by the Contractor to provide the products, support, and/or service offered in its response. Each SOW Agreement shall specify the term of the Agreement.

### **STATEMENT OF RIGHTS**

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor'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.

### **Quote Submission Instructions**

Contractor shall submit a firm fixed-price proposal to perform and complete the required deliverables. Proposal must include, as a minimum:

- Risk Management Plan
- Provide a brief outline of the tasks/steps Contractor proposes to take.
- Provide a brief summary of work done in the past that are similar to this SOW RFP.
- Provide timetable for completing the review and the amount of interview time required of State of Vermont employees.
- At least two references for similar work completed, with a short description of the work, and a current name/phone number for a reference contact; Resume(s) of the staff member(s) who will be doing the work. The staff Contractor proposes will be considered “Key” to the State. Contractor may break down costs if preferred but, a TOTAL firm fixed-cost all-inclusive proposal that includes all expenses must be provided.

The State reserves the right to reject any or all responses to this SOW RFP without cause. The State is in no way obligated to proceed beyond issuing this SOW RFP document.

## Submission Format Instructions

- The quote/proposal submitted in response to this SOW RFP must be one Microsoft Word (.doc) document or Adobe (.pdf) file. A Microsoft Project (.mpp) file attachment and/or a MS Excel (.xls) attachment may accompany the Proposal Response. The subject of the email must be: SOW- Agency Name, Project Name- yourcompanyname. The name of any attached documents must follow the format, i.e., “SOW- Agency Name, Project Name -yourcompanyname.doc/.pdf/.xls”. It is the Contractor’s responsibility to ensure that the proposal submission email arrives on time, and if requested, the State shall respond with confirmation of submission.
- There is an attachment size limit of 40 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
- The quote/proposal must contain a signed Vermont Tax form (if not already on file) and a transmittal letter. **Late submissions will be rejected.** *While not mandatory, you are strongly encouraged to submit proposals of less than 25 pages.*
- The final Independent Review deliverable, including any attachments, must be done using Microsoft Office and must be in the format presented in the Scope of Work. The final deliverable files can be zipped or in pdf file format and should be emailed to the State Procurement Manager [Alastair.Gee@vermont.gov](mailto:Alastair.Gee@vermont.gov). & [SOV.ITContractingBids@vermont.gov](mailto:SOV.ITContractingBids@vermont.gov) as an email attachment. The subject of the email must be: FINAL-REVIEW- Agency Name, Project Name – yourcompanyname. Also, at time of presentation to the CIO, Contractor shall provide 3 bound copies within a notebook. The copies could change before presentation date.
- If possible, do not submit proprietary and confidential information in proposal. If such information is necessary, it must be clearly marked “Proprietary and Confidential.” After contract award, documents are in the public domain.
- All SOW RFP Responses become the property of the State and, once the resulting SOW Agreement is finalized, are subject to disclosure under the State’s Public Records Act, 1 V.S.A. §§ 315-320. If a SOW RFP Response includes material that is considered by the Contractor to be a trade secret under 1 V.S.A. § 317(c)(9), the Contractor shall clearly designate the material as such in its submission. In accordance therewith, the State will not disclose information for which a reasonable claim of trade secret can be made pursuant to 1 VSA § 317(c)(9).

## Attachment Summary

Attachments to this SOW are:

- **ATTACHMENT 1:** Form SOW Agreement for Independent Review Services, including the required format for the Independent Review Report document. A bidder proposing changes to the format and/or content of this Attachment must specify the changes clearly and with explanation in its submitted proposal for the State's consideration.

## Statement of Work Agreement (SOW)

**SOW-RFP PROJECT TITLE:** Standard Independent Review (IR) of the Department of Public Safety FY23 Leahy COPS Tech Grant - Transition to Statewide Regional Emergency Communications.

### PRE-QUALIFICATION CONTRACT # SOW AGREEMENT#

This is a Statement of Work Agreement (“SOW Agreement”) between the State of Vermont, Agency of Digital Services on behalf of the Department of Public Service (hereafter called “State”) and [REDACTED], with principal place of business at [REDACTED], (hereafter called “Contractor”). This SOW Agreement is entered into in accordance with the above-identified Master Agreement. This SOW Agreement shall supplement the Master Agreement and the parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement as if fully set forth herein and shall apply to Contractor’s performance hereunder.

#### 1 Time of Performance

The term of this SOW Agreement shall begin on [REDACTED] and end on [REDACTED] (the “Initial Term”). The Initial Term may be extended as the parties may agree. The State may terminate this SOW for convenience upon thirty days prior written notice to the Contractor. If the Master Agreement should expire or otherwise terminate prior to the end of the term of this SOW Agreement, this SOW Agreement shall continue to the end of its existing term, unless or until terminated in accordance with the terms of this SOW Agreement, and the Parties acknowledge and agree that the terms of the Master Agreement shall survive and apply to this SOW Agreement.

#### 2 Project Description

Radio Technology Services (RTS) is an operational unit of the Vermont Department of Public Safety and provides voice and data communication services to governmental entities in the State of Vermont. Those services include: radio frequency engineering, system engineering, communication site management, Public Safety Answering Point design, regulatory compliance, operational and technical support, as well as, related hardware and software maintenance services.

The Vermont Department of Public Safety is planning to invest approximately \$9,000,000 funded by a federal grant from the Department of Justice’s Community Oriented Policing Services (the COPS grant) to improve resilience, redundancy, and reliability of the State of Vermont Land Mobile Radio (LMR) network, and enhance performance for all agencies that utilize the network. The COPS grant will support first responders statewide by improving network availability during public safety emergencies. Many regional dispatch agencies utilize these LMR networks to support first responders, either as a primary service, during off-peak hours, in areas that their service does not reach, or as backup for redundancy. Much of the underlying infrastructure supporting the network is shared and supports municipalities, counties, regional dispatch, and state entities.

Dispatch agencies that do not presently use the LMR network for primary dispatch, as well as out-of-state first responders (stationed in Vermont) benefit from the interoperability channels (VCOMM), especially during statewide emergencies. These dispatch agencies could benefit from this investment if their services were integrated into the LMR network, such as by deploying their radios at existing LMR sites. Backhaul connectivity from these dispatch agencies to the LMR tower sites could be arranged over the existing microwave network. Regional dispatch centers rely on State dispatch resources for redundancy and fail over. Equipment upgrades are necessary to ensure the performance and reliability of these services. Viable equipment replaced by this grant may be repurposed to other agencies to support statewide emergency communications.

The LMR network will form the backbone of a future statewide multi-user trunked radio network. This one-time investment to improve the LMR network will enhance the work of the Public Safety Communications Task Force created by 2023, No. 78, § C.114–C.115 by providing a more robust starting point for that work.

The proposal consists of 10 individual projects for a total of \$9,000,000 described in the table below:

COPS grant proposal and associated documentation

	<b>Project</b>	<b>Budget</b>
1	COLOCATION SITE RESILIENCE AND EXPANSION	\$2,263,719.66
	Collocation site resilience and expansion will provide additional redundancies for the microwave ring backhaul and expand LMR coverage. The project includes purchase and deployment of hardware and software at co-location sites, non state-owned facilities. This would add eight new sites for coverage expansion, including two in the NEK. It also includes a wireless connection to all LMR sites that presently rely on telco landline services.	
2	STANDBY GENERATORS	\$148,500.00
	Standby generators are part of the communication center structure. Generators ensure that the systems remain operational during extended power outages and recharges the site batteries.	
3	P25 ENGINEERING AND DESIGN SERVICE STATEWIDE EXISTING PROPAGATION	\$250,000.00
	Currently transitioning to P25 digital radio systems. Systems operate differently than the legacy analog systems and design specifications are essential to ensuring the coverage meets the expectations of public safety.	
4	MICROWAVE ANTENNA SYSTEMS UPGRADE AND IMPROVEMENTS	\$1,140,403.48
	The microwave antenna systems are in integral part of the LMR backhaul communication solution. The current microwave dish / antennas are greater than 15 years old and are displaying signs of aging and have been sporadically failing. Replacement of these antennas enhances the reliability of the LMR network.	
5	BATTERY AND RECTIFIER SYSTEMS IMPROVEMENTS	\$398,408.22
	Increasing the battery capacity at our communication sites, ensures the site stays operational during extended power outages.	
6	TEST EQUIPMENT	\$300,000.00
	Updating test equipment, ensures that all communications systems tested are operating fully per manufacturer specifications.	
7	ANTENNA COMBINER SYSTEMS	\$433,552.00
	Combiners provide the ability to manage and mitigate intermodulation interference, reduce tower loading, and in-band interference is controlled at our remote communication sites.	
8	GROUND SYSTEM IMPROVEMENTS	\$49,500.00
	Grounding systems, provide electrostatic discharge and lightning strike protection for our systems. Ensuring these systems meet	

	current standards and are fully operational are essential in our communications network.	
9	RADIO DISPATCH - RADIO UPGRADE AND IMPROVEMENTS	\$1,108,367.10
	Dispatch systems located within the dispatch center is installed in cabinets or radio console furniture. This furniture provides electrostatic discharge protection, grounding, and security for the installed systems. Communication consoles are the control point for our various communications systems. These systems are used by the dispatch staff and control the various transmitters used to dispatch calls for service. Console screen input systems provide the interface between the radio console hardware and the dispatcher. These devices are extensively operated causing a significant failure point. Replacement hardware ensures operational stability and reduces mean times between failures.	
10	VSP RADIO SYSTEM UPGRADE	\$2,519,810.50
	Replacing the aging state police (VSP) UHF radio hardware ensures platform stability and increases reliability across the network.	
11	Project Management	\$200,000.00
	Provide Project Management (PM) and Project Controls (PC) for the various complex initiatives defined in this grant. Oversight engagement shall include such activities as the State of Vermont procurement process, schedule development and reporting, risk and issue management, stakeholder engagement and scope control during the project's lifecycle.	
12	Administration	\$137,739.04
	DPS will bill the project for staff time utilized for these services to implement these projects. DPS may retain additional staff to support the project.	
13	Independent Review	\$50,000.00
	Individual projects may require independent expert review pursuant to Vermont statutes. (NOTE: While the federal grant budget includes \$50,000 for an Independent Review, the SOW-RFP is for Standard Independent Review Services. Accordingly, the State will not consider bids greater than \$25,000.00, which is the maximum value allowed for this category under the Master Agreement with the State.)	
	<b>Total</b>	<b>\$9,000,000.00</b>

### 3 Scope of Work

- Contractor shall provide the Secretary of ADS/CIO an independent expert review concerning the COPS grant on behalf of the Department of Public Safety:an acquisition cost assessment;
- a technology architecture and standards review;
- an implementation plan assessment;
- a cost analysis and a model for benefit analysis;



- an analysis of alternatives;
- an impact analysis on net operating costs for the agency carrying out the activity
- a security assessment; and
- an assessment of the proposed way of spending the COPS grant funding.

The independent review (IR) shall include an analysis of the proposed way of spending the COPS grant outlined above. The analysis shall conclude whether, in consideration of the grant constraints including the grant timeframe, the proposed projects are reasonably in line with the goal of hardening and improving LMR operations throughout the state. This assessment shall be conducted in consideration of the goals and objectives of the Public Safety Communications Task Force set forth in 2023, No. 78, § C.114–C.115. If the IR concludes that the proposed projects will not advance the goal identified above, then the IR shall identify the projects that would achieve this goal within the grant timeframe.

Additional information is available at the Public Safety Communications Task Force website:  
<https://dps.vermont.gov/committees-boards/communications>

Contractor shall complete an Independent Review Report using the form attached to this SOW Agreement covering the requests above and present it to the State of Vermont’s Chief Information Officer (CIO) for approval/sign-off. The report must be in the required format and be provided to the State Manager at least 5 business days before its presentation to the CIO.

**Approach:**

All IR work will be coordinated through this SOW Agreement. The Contractor will also provide a project manager (PM) to work as the primary point of contact with the State. The PM will work directly with the State to define, manage, and control the IR scope, timeline, issue escalation and resolution processes. The State requires a verbal (or written) progress report once a week on the status of the IR work from the Contractor PM.

The Contractor PM tasks and activities to complete this engagement include:

- A Project Planning and Independent Review kickoff meeting with the primary goal to introduce the players and discuss the IR process going forward.
- The State will develop an independent review stakeholder contact list and provide the list to the IR Contractor within the first 2 days of the project. (example: State Agency resources and Contractor resources including name, role for project, role during IR, email and telephone number).
- Review of all pertinent materials, contracts, SOW’s, project work plans and other documentation such as necessary to establish an understanding of the project(s) and proposed work being reviewed.
- Identification of risks and cataloging them into a risk register (State can provide template if required).
- Facilitation of a discussion of strategies to mitigate risks with EPM, Project Sponsor and Stakeholders.
- Work with the various stakeholders to develop specific responses to each risk identified. It is the State’s expectation that out of the risk analysis effort come specific plans/strategies and actions that are taken or planned to be taken to address those risks (i.e. accept risk, mitigate risk, transfer risk, etc.).
- Work with EPM to ensure the Risk Response Plan is finalized with Sponsor before final review with CIO.
- Conduct other meetings and collect other information as necessary.
- Create an Independent Review Report according to the Scope of Work and deliver the draft document to the EPM.
- **The IR report produced should be all in one document.** (For example, the State does not want one report, a separate Excel cost sheet and another document that is the risk register).

- **The State’s Agency of Digital Services (ADS) office** has a **Memorandum of Understanding** with the Joint Fiscal Office to provide them copies of the draft IR reports used for discussion at the IR meetings. As a result, **the IR report provided to the EPM** for the IR meeting should be **watermarked “Draft & Confidential”**. The watermark should be removed for the final version that the EPM will routing for CIO e-signature/approval.
- Hold a remote meeting with the State Project Manager, State ADS Deputy Secretary, Sponsors & State CIO to present the final review report and answer any questions
- Update the final report incorporating feedback and submit the final report for CIO approval. EPM will “close” out IR with CIO once all Risk response plans have satisfied the CIO.
- Via the EPM, obtain CIO sign-off to signify the acceptance of the IR deliverables at the conclusion of the IR engagement and copy [sov.itcontractingandprocurement@vermont.gov](mailto:sov.itcontractingandprocurement@vermont.gov).

## 4 Timetable

The start date of the review will be **xx/xx/xxxx**. The independent review is to be complete by/before **xx/xx/xxxx** and may be extended as needed, within the specified terms outlined in Time of Performance above, until the project review is complete. The terms outlined in the Time of Performance may be extended but, only through an executed SOW Amendment.

Based on our current knowledge, the engagement is listed below. **[Edit below Project Schedule to what applies for this IR]**

### **Project Schedule**

#### *Project Week 1*

- Contractor Requests all IR Materials
- Contractor Reviews the IR Materials / develops interview questions
- Contractor works with the Contracting Agency contact to schedule initial interviews with State resources.
- Contractor conducts initial interviews with key State resources
- Contractor develops Findings, Risks and Issues
- Contractor schedules State meetings to develop the State’s response to all identified risks and issues
- Contractor conducts follow-up interviews with State resources via phone
- Contractor refines and evolves Findings, Risks and Issues
- Contractor develops Risk and Issue mitigation recommendations
- Contractor provides preliminary IR Report to Contracting Agency contact or initial review

#### *Project Week 2*

- Contractor facilitates onsite State meetings to develop the State response to all identified risks and issues
- Contractor incorporates the State responses into the IR Report draft
- Contractor submits the IR Report draft to the State for review
- The State provides IR Report feedback to Contractor
- The State schedules the CIO meeting
- Contractor incorporates State feedback into the IR Report and resubmits the final version to the State.
- Contractor presents the IR Report findings to the State CIO, Contracting Agency Representatives and the State.

## 5 Payment Provisions

1. The maximum amount payable under this SOW Agreement is \$ **\_\_\_\_\_**. Payments of invoices shall be made in accordance with the payment provisions in the Master Agreement as further supplemented herein.

- Contractor shall submit invoices to: [ADS.ITPurchasing@vermont.gov](mailto:ADS.ITPurchasing@vermont.gov) and copy the Project Director [Mandy.Wooster@vermont.gov](mailto:Mandy.Wooster@vermont.gov).

Agency of Digital Services  
 One National Life Drive, 2<sup>nd</sup> Floor Dewey Building  
 Montpelier, VT 05620-2101

- Invoices shall include the SOW Agreement # and Master Agreement # which appear atop the first page of this SOW Agreement.**
- Payments to the Contractor shall be made at the completion and acceptance of the Independent Review final report.
- DELETE SECTION OR REVISE TABLE AS NEEDED** For fixed price deliverables, Contractor shall be paid in accordance with the payment schedule included below. Amount shall be inclusive of any and all Contractor costs and expenses.

SERVICES	Deliverable Deadline	Invoice Amount
Deliverable A – Independent Review		
Deliverable B – Risk Assessment		

- DELETE SECTION OR REVISE HIGHLIGHTED AREAS AS NEEDED** For services performed on a time and materials basis, Contractor shall be paid in accordance with the schedule of rates set forth in the Master Agreement, which may be set forth herein for reference. Total payment for time and materials services shall not exceed \$ **\_\_\_\_\_**.

**INSERT RATES FROM MASTER AGREEMENT**

- DELETE OR REVISE AS NEEDED** The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.
- The State shall not be responsible for reimbursement of any expenses of the Contractor.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Agreement 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.

Contractor further certifies under pains and penalties of perjury that, as of the date this SOW Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.



## **STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: *July 19, 2023*)

### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

### **CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

### **TERMINATION FOR CONVENIENCE**

1. General
  - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

## 2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

## 3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

## 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.



# STATE OF VERMONT

AGENCY OF DIGITAL SERVICES

## Independent Review (IR)

FY23 Leahy COPS Tech Grant - Transition to Statewide Regional Emergency  
Communications  
for the

Department of Public Safety

**Submitted to the**  
State of Vermont, Office of the CIO  
By:

(Insert Independent Reviewer Name)

Date: XX/XX/XXXX

<b>INDEPENDENT REVIEW (IR)</b> .....	<b>1</b>
<b>1. EXECUTIVE SUMMARY</b> .....	<b>3</b>
<b>2. SCOPE OF THIS INDEPENDENT REVIEW</b> .....	<b>5</b>
<b>3. SOURCES OF INFORMATION</b> .....	<b>6</b>
<b>4. PROJECT INFORMATION</b> .....	<b>7</b>
<b>5. ACQUISITION COST ASSESSMENT</b> .....	<b>8</b>
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## 1. Executive Summary

Provide an introduction that includes a brief overview of the technology project and selected vendor(s) as well as any significant findings or conclusions. Ensure any significant findings or conclusions are supported by data in the report.

### 1.1 Cost Summary

Activity Lifecycle:	<<#>> Years
Total Lifecycle Costs:	\$
Total Implementation Costs:	\$
New Annual Operating Costs:	\$
Current Annual Operating Costs:	\$
Difference Between Current and New Operating Costs:	\$
Funding Source(s) and Percentage Breakdown if Multiple Sources:	

### 1.2 Disposition of Independent Review Deliverables

Deliverable	Highlights from the Review <i>Include explanations of any significant concerns</i>
Acquisition Cost Assessment	
Technology Architecture Review	
Implementation Plan Assessment	
Cost Analysis and Model for Benefit Analysis <b>Note: this must be included for the State to accept the report.</b>	
Impact Analysis on Net Operating Costs	
Analysis of Alternatives	
Security Assessment	

### 1.3 Identified High Impact &/or High Likelihood of Occurrence Risks

Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response


**1.4 Other Key Issues**

*Recap any key issues or concerns identified in the body of the report.*

**1.5 Recommendation**

*Provide your independent review recommendation on whether to proceed with this technology project and vendor(s).*

**1.6 Independent Reviewer Certification**

I certify that this Independent Review Report is an independent and unbiased assessment of the proposed solution’s acquisition costs, technical architecture, implementation plan, cost-benefit analysis, and impact on net operating costs, based on the information made available to me by the State.

\_\_\_\_\_  
**Independent Reviewer Signature**

\_\_\_\_\_  
**Date**

**1.7 Report Acceptance**

The electronic signatures below represent the acceptance of this document as the final completed Independent Review Report.

\_\_\_\_\_  
**ADS Oversight Project Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**State of Vermont Chief Information Officer**

\_\_\_\_\_  
**Date**

## 2. Scope of this Independent Review

*Add or change this section as applicable.*

### 2.1 In-Scope

The scope of this document is fulfilling the requirements of Vermont Statute, Title 3, Chapter 056, §3303(d):

- (1) The Agency shall obtain independent expert review of any new information technology projects with a total cost of \$1,000,000.00 or greater or when required by the Chief Information Officer.
- (2) The independent review shall include:
  - (A) an acquisition cost assessment.
  - (B) a technology architecture and standards review.
  - (C) an implementation plan assessment.
  - (D) a cost analysis and a model for benefit analysis.
  - (E) an analysis of alternatives
  - (F) an impact analysis on net operating costs for the agency carrying out the activity;
  - (G) a security assessment; and
  - (H) an assessment of the proposed way of spending the COPS grant funding.

Please note: **There must be a cost analysis and a model for benefit analysis included in the report for the State to accept the final report.**

### 2.2 Out-of-Scope

*If applicable, describe any limits of this review and any area of the project or proposal that you did not review.*

### 3. Sources of Information

#### 3.1 Independent Review Participants

List the individuals that participated in this Independent Review.

Name	Employer and Title	Participation Topic(s)

#### 3.2 Independent Review Documentation

Complete the chart below to list the documentation utilized to compile this independent review.

Document Name	Description	Source

## 4. Project Information

### 4.1 Historical Background

*Provide any relevant background that has resulted in this project.*

### 4.2 Project Goal

*Explain why the project is being undertaken.*

### 4.3 Project Scope

*Describe the project scope and list the major deliverables. Add or delete lines as needed.*

#### 4.3.1 Major Deliverables

- 1.
- 2.
- 3.
- 4.
- 5.

### 4.4 Project Phases, Milestones and Schedule

*Provide a list of the major project phases, milestones and high-level schedule. You may elect to include it as an attachment to the report instead of within the body.*

## 5. Acquisition Cost Assessment

List all acquisition costs in the table below (i.e. the comprehensive list of the one-time costs to acquire the proposed system/service). Do not include any costs that reoccur during the system/service lifecycle. Add or delete lines as appropriate. Based on your assessment of Acquisition Costs, please answer the questions listed below in this section.

Acquisition Costs	Cost	Comments
Hardware Costs	\$	
Software Costs	\$	
Implementation Services	\$	
System Integration Costs	\$	
Professional Services (e.g. Project Management, Technical, Training, etc.)	\$	
<<Other>>	\$	
<<Other>>	\$	
<b>Total Acquisition Costs</b>	\$	

- 1. Cost Validation:** Describe how you validated the Acquisition Costs.
- 2. Cost Comparison:** How do the Acquisition Costs of the proposed solution compare to what others have paid for similar solutions? Will the State be paying more, less or about the same?
- 3. Cost Assessment:** Are the Acquisition Costs valid and appropriate in your professional opinion? List any concerns or issues with the costs.

**Additional Comments on Acquisition Costs:**

## 6. Technology Architecture and Standards Review

*After performing an independent technology architecture review of the proposed solution, please respond to the following.*

1. **State's Enterprise Architecture Guiding Principles**
  - A. Assess how well the technology solution aligns with the business direction
  - B. Assess how well the technology solution maximizes benefits for the State
  - C. Assess how well the information architecture of the technology solution adheres to the principle of Information is an Asset
  - D. Assess if the technology solution will optimize process
  - E. Assess how well the technology solution supports resilience-driven security.
2. **Sustainability:** Comment on the sustainability of the solution's technical architecture (i.e., is it sustainable?).
3. **How does the solution comply with the ADS Strategic Goals enumerated in the [Agency of Digital Services Strategic Plan 2022-2026](#).**
4. **Compliance with the Section 508 Amendment to the Rehabilitation Act of 1973, as amended in 1998:** Comment on the solution's compliance with accessibility standards as outlined in this amendment. Reference: <http://www.section508.gov/content/learn>
5. **Disaster Recovery:** What is your assessment of the proposed solution's disaster recovery plan; do you think it is adequate? How might it be improved? Are there specific actions that you would recommend to improve the plan?
6. **Data Retention:** Describe the relevant data retention needs and how they will be satisfied for or by the proposed solution.
7. **Service Level Agreement:** What are the post implementation services and service levels required by the State? Is the vendor proposed service level agreement adequate to meet these needs in your judgement?
8. **System Integration:** Is the data export reporting capability of the proposed solution consumable by the State? What data is exchanged and what systems (State and non-State) will the solution integrate/interface with?

**Additional Comments on Architecture:**

## 7. Assessment of Implementation Plan

*After assessing the Implementation Plan, please comment on each of the following.*

1. The reality of the implementation timetable
2. Readiness of impacted divisions/ departments to participate in this solution/project (consider current culture, staff buy-in, organizational changes needed, and leadership readiness).
3. Do the milestones and deliverables proposed by the vendor provide enough detail to hold them accountable for meeting the Business needs in these areas:
  - A. Project Management
  - B. Training
  - C. Testing
  - D. Design
  - E. Conversion (if applicable)
  - F. Implementation planning
  - G. Implementation
4. Does the State have a resource lined up to be the Project Manager on the project? If so, does this person possess the skills and experience to be successful in this role in your judgement? Please explain.

**Additional Comments on Implementation Plan:**



## 8. Cost Analysis and Model for Benefit Analysis

Note: this section must be included for the final report to be accepted by the State

This section involves four tasks:

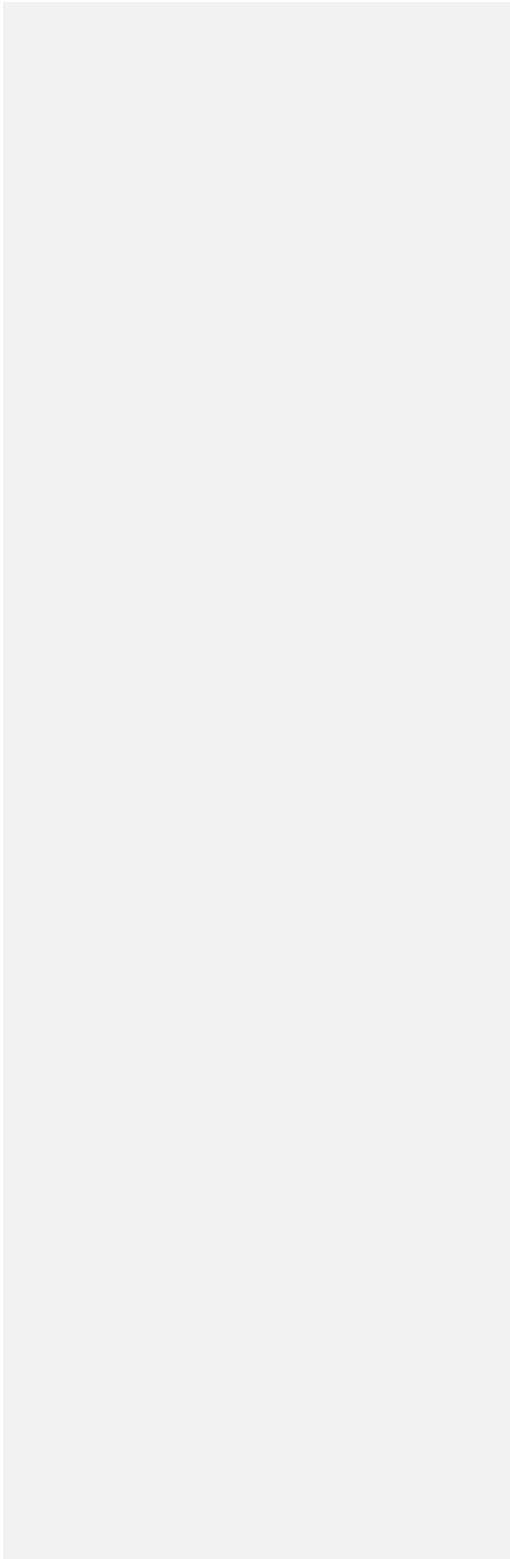
- 1) Perform an independent Cost Analysis and model for Benefit Analysis. Information provided by the State may be used, but the reviewer must validate it for accuracy and completeness.
- 2) Provide a Lifecycle Cost Benefit Analysis spreadsheet as an **Attachment 1** to this report. A sample format is provided at the end of this report template.
  - A. The cost component of the cost/benefit analysis will include all one-time acquisition costs, on-going operational costs (licensing, maintenance, refresh, etc.) plus internal costs of staffing and "other costs". "Other costs" include the cost of personnel or contractors required for this solution, enhancements/upgrades planned for the lifecycle, consumables, costs associated with system interfaces, and any costs of upgrading the current environment to accept the proposed solution (new facilities, etc.).
  - B. The benefit side of the cost/benefit will include: 1. Intangible items for which an actual cost cannot be attributed. 2. Tangible savings/benefit such as actual savings in personnel, contractors or operating expense associated with existing methods of accomplishing the work which will be performed by the proposed solution. Tangible benefits also include additional revenue which may result from the proposed solution.
  - C. The cost benefit analysis will be for the IT activity's lifecycle.
  - D. The format will be a column spreadsheet with one column for each year in the lifecycle. The rows will contain the itemized costs with totals followed by the itemized benefits with totals.
  - E. Identify the source of funds (federal, state, one-time vs. ongoing). For example, implementation may be covered by federal dollars, but operations will be paid by State funds.
- 3) Perform an analysis of the IT ABC form (Business Case/Cost Analysis) completed by the Business.
- 4) Respond to the questions/items listed below.

**Commented [CC1]:** Recommend deleting this section. It is pertinent for IT projects, but not really for this grant acquisition effort.

**Commented [MW2R1]:** Corey are you saying that you don't think a cost analysis should be part of the review? We included it in the other documents.

1. **Analysis Description:** Provide a narrative summary of the cost benefit analysis conducted. Be sure to indicate how the costs were independently validated.
2. **Assumptions:** List any assumptions made in your analysis.
3. **Funding:** Provide the funding source(s). If multiple sources, indicate the percentage of each source for both Acquisition Costs and on-going Operational costs over the duration of the system/service lifecycle.
4. **Tangible Costs & Benefits:** Provide a list and description of the tangible costs and benefits of this project. Its "tangible" if it has a direct impact on implementation or operating costs (an increase = a tangible cost and a decrease = a tangible benefit). The cost of software licenses is an example of a tangible cost. Projected annual operating cost savings is an example of a tangible benefit.
5. **Intangible Costs & Benefits:** Provide a list and descriptions of the intangible costs and benefits. Its "intangible" if it has a positive or negative impact but is not cost related. Examples: Customer Service is expected to improve (intangible benefit) or Employee Morale is expected to decline (intangible cost).
6. **Costs vs. Benefits:** Do the benefits of this project (consider both tangible and intangible) outweigh the costs in your opinion? Please elaborate on your response.
7. **IT ABC Form Review:** Review the IT ABC form (Business Case/Cost Analysis) created by the Business for this project. Is the information consistent with your independent review and analysis? If not, please describe. Is the lifecycle that was used appropriate for the technology being proposed? If not, please explain.

**Additional Comments on the Cost Benefit Analysis:**



## 9. Analysis of Alternatives

1. Provide a brief analysis of alternate technical solutions that were deemed financially unfeasible.
2. Provide a brief analysis of alternate technical solutions that were deemed unsustainable.
3. Provide a brief analysis of alternate technical solutions where the costs for operations and maintenance were unfeasible.

## 10. Impact Analysis on Net Operating Costs

- 1.) *Perform a lifecycle cost impact analysis on net operating costs for the agency carrying out the activity, minimally including the following:*
  - *Estimated future-state ongoing annual operating costs, and estimated lifecycle operating costs. Consider also if the project will yield additional revenue generation which may offset any increase in operating costs.*
  - *Current-state annual operating costs; assess total current costs over span of new IT activity lifecycle*
  - *Provide a breakdown of funding sources (federal, state, one-time vs. ongoing)*
- 2.) *Create a table to illustrate the net operating cost impact.*
- 3.) *Respond to the items below.*

1. Insert a table to illustrate the Net Operating Cost Impact.
2. Provide a narrative summary of the analysis conducted and include a list of any assumptions
3. Explain any net operating increases that will be covered by federal funding. Will this funding cover the entire lifecycle? If not, please provide the breakouts by year.
4. What is the break-even point for this IT Activity (considering implementation and on-going operating costs)?

## 11. Security Assessment

Assess Information Security alignment with State expectations. ADS-Security Division will support reviewer and provide guidance on assessment.

1. Will the new system have its own information security controls, rely on the State's controls, or incorporate both?
2. What method does the system use for data classification?
3. What is the vendor's breach notification and incident response process?
4. Does the vendor have a risk management program that specifically addresses information security risks?
5. What encryption controls/technologies does the system use to protect data at rest and in transit?
6. What format does the vendor use for continuous vulnerability management, what process is used for remediation, and how do they report vulnerabilities to customers?
7. How does the vendor determine their compliance model and how is their compliance assessed?

## 12. Risk Assessment & Risk Register

Perform an independent risk assessment and **complete** a Risk Register. The assessment process will include performing the following activities:

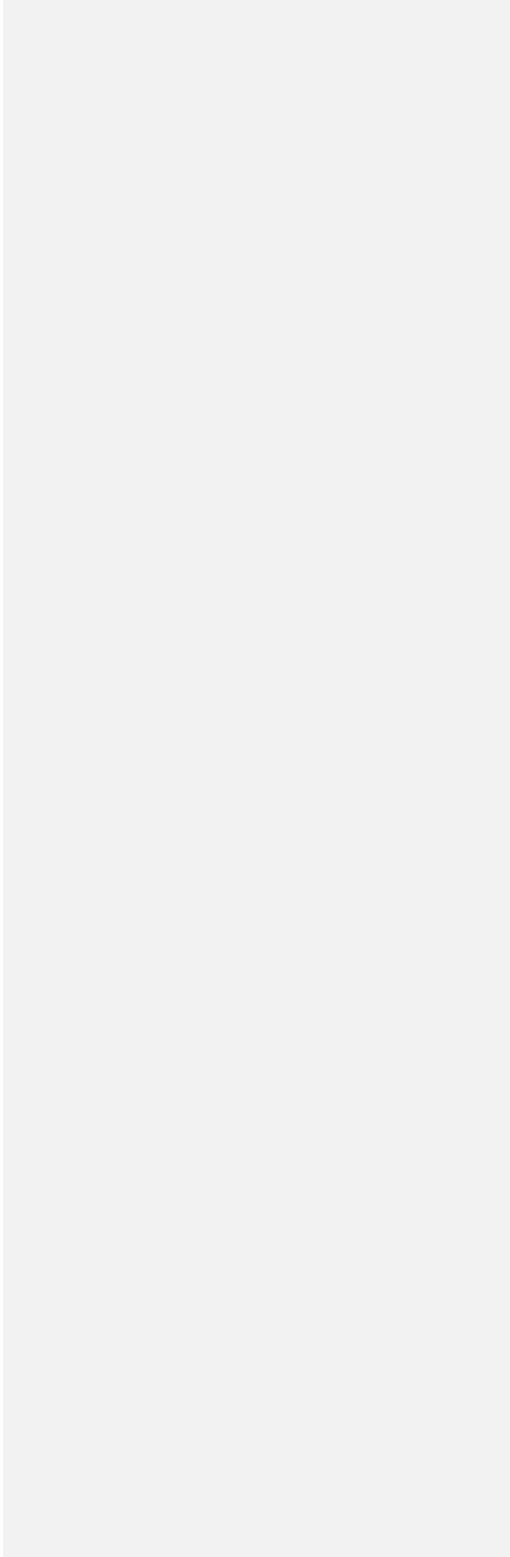
- A. Ask the independent review participants to provide a list of the risks that they have identified and their strategies for addressing those risks.
- B. Independently validate the risk information provided by the State and/or vendor and assess their risk strategies.
- C. Identify any additional risks.
- D. Ask the Business to respond to your identified risks, as well as provide strategies to address them.
- E. Assess the risks strategies provided by the Business for the additional risks you identified.
- F. Document all this information in a Risk Register and label it Attachment 2. The Risk Register should include the following:
  - **Source of Risk:** Project, Proposed Solution, Vendor or Other
  - **Risk Description:** Provide a description of what the risk entails
  - **Risk ratings to indicate:** Likelihood and probability of risk occurrence; Impact should risk occur; and Overall risk rating (high, medium or low priority)
  - **State's Planned Risk Strategy:** Avoid, Mitigate, Transfer or Accept
  - **State's Planned Risk Response:** Describe what the State plans to do (if anything) to address the risk
  - **Timing of Risk Response:** Describe the planned timing for carrying out the risk response (e.g. prior to the start of the project, during the Planning Phase, prior to implementation, etc.)
1. **Reviewer's Assessment of State's Planned Response:** Indicate if the planned response is adequate/appropriate in your judgment and if not, what would you recommend.

**Additional Comments on Risks:**

**Attachment 1 – Lifecycle Cost Benefit Analysis**

See sample format provided.

**Attachment 2 - Risk Register**



Sample Format		Project Name:									
Description	Qty	Unit Price	Initial	Maintenance	Maintenance	Maintenance	Maintenance	Refresh &	Total	Benefits	
Fiscal Year			Implementation	FY 20XX	FY 20XX	FY 20XX	FY 20XX	FY 20XX			Maintenance
			FY 20XX	FY 20XX	FY 20XX	FY 20XX	FY 20XX	FY 20XX			
<b>Hardware</b>											
Server Hardware										\$	
Network Upgrades										\$	
Desktop Hardware										\$	
Other										\$	
<b>Hardware Total</b>			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Software</b>											
Product License										\$	
Product Per-User Charge										\$	
Database										\$	
Operating System Software										\$	
Additional Server Software										\$	
Additional Network Software										\$	
Other										\$	
<b>Software Total</b>			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Consulting</b>											
Third-Party - Technical										\$	
Third-Party - Business										\$	
Deployment										\$	
Upgrade										\$	
Other										\$	
<b>Consulting Total</b>			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Training</b>											
Training										\$	
Other										\$	
<b>Training Total</b>			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Other</b>											
Other 1										\$	
Other 2										\$	
<b>Other Total</b>			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Personnel - Additional</b>											
Technical Staff											