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Agency of Education

Standard Bid Request for Proposals for:
COMMISSION ON THE FUTURE OF VERMONT PUBLIC EDUCATION
Communication and Engagement Consulting

Issued by:

Vermont Agency of Education

For issuance on:

September 25, 2024

Proposals due: October 28, 2024

Contact person for this RFP:

Shelley Matz, Administrative Services Director
Vermont Agency of Education
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Overview

The Vermont Agency of Education seeks proposals for a Communication Consultant to support the Commission on the Future of Public Education in Vermont. The Commission on the Future of Public Education in Vermont is charged with conducting its work in a manner that fosters broad communication and engagement with Vermonters. The Commission is committed to the development of an engagement framework that focuses on the following:

- 1. Information Sharing:** *Educate*
Informing and educating the public about the current Vermont education context and the complexity of the challenges we face. Information sharing includes providing accurate, valid data in a manner that is understandable to provide context, as well as providing ongoing information about the work of the Commission.
- 2. Listening & Learning:** *Gather Information*
Gathering feedback from collaborators and the public in real time can help inform the Commission as it conducts its work. In particular, the Commission can leverage existing data and feedback being gathered from other organizations, groups and individuals
- 3. Engage:** *Partner & Influence*
Engagement is an ongoing, two-way process of building relationships, working collaboratively, and sharing power.

Contract period: The proposed period is November 18, 2024 through January 31, 2026. The definite period will be stated in the executed contract upon agreement with the State and the Contractor.

RFP Timetable

RFP posted	SEPTEMBER 25, 2024
Deadline for questions about RFP	OCTOBER 11, 2024
Proposal submission deadline	OCTOBER 28, 2024
Selection notification	NOVEMBER 11, 2024
Anticipated commencement of contract	NOVEMBER 18, 2024

Proposal Guidelines and Requirements

Bidder Qualifications

For a proposal to be considered, a bidder must demonstrate:

1. A deep understanding of equity-focused community engagement, so that they are able to support the Communication & Engagement Committee to further refine the Engagement framework through an equity lens

Scope of Work

The Vermont Agency of Education seeks proposals for a Communication Consultant to support the Commission on the Future of Public Education in Vermont.

Consultation Goal:

The Commission recognizes that effective community engagement, particularly equity-focused engagement, requires deep expertise. Toward that end, the Commission is seeking consultation from an individual or organization. The consultant will support the refinement of the attached framework as well as its implementation. Specifically, the consultant shall:

- a. Work with the Communication & Engagement Subcommittee on the refinement or redesign of the draft Communication and Engagement Framework. The Framework should generate long-term support and goodwill regarding the Commission's work
- b. Co-plan and facilitate community conversations, focus groups and other engagement opportunities as defined in the Framework
- c. Provide training and materials to Commission members so they are able to carry out communication and engagement strategies in a consistent manner

Specific responsibilities include

1. Design/Refinement of Communication & Engagement Framework: The consultant would work with the Communication & Engagement Subcommittee as well as the full Commission to review the existing framework and make appropriate changes. This should include the development of a more detailed workplan and timeline to carry out the Framework.
2. Facilitation: The consultant would lead and facilitate input sessions as designed in the Framework. This may include a number of formats, including public engagement sessions, focus group facilitation and other sessions as designed in the Framework. At minimum, the consultant would design and facilitate 10-15 public input sessions over the course of the contract.
3. Survey Design: The consultant will develop a survey tool or similar method designed to gather broad input from Vermonters who may be unable to attend in person or virtual engagement sessions.
4. Training Materials: Individual Commission members will be leading engagement opportunities within their representative organizations on behalf of the Commission. The consultant will develop a common set of communication materials and provide training to Commission members so that any input gathered and/or information dissemination is consistent.

- a. Ensure all documentation, presentation materials and handouts meet the following criteria:
 - i. Are formatted to be accessible and follow regulations of [Section 508 of the Rehabilitation Act \(508\)](#).
 - ii. Follow [State of Vermont branding standards](#). AOE staff will provide templates when applicable.

5. **Media Releases:** The Commission seeks to provide accessible, informative media releases on a monthly basis to keep the public apprised of its work. The consultant would lead the design and implementation of this component with the support of the Communication and Engagement Subcommittee.

General Requirements

Single Point of Contact: All communications regarding this RFP shall be in writing and addressed to the Contact Person indicated on page one of this RFP.

Questions: 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 October 11, 2024. Questions should be e-mailed to shelley.matz@vermont.gov. 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 [Vermont Business Registry Bid Site](#). 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.

Confidentiality: Bidders should be aware that all materials submitted will become part of the contract file and will be considered public records under the Vermont Public Records Act, 1 VSA Sections 315-320. The Agency of Education prefers that vendors *not* file proprietary information with their bids. If the bidder finds it necessary to include material that the bidder considers to be proprietary, a trade secret or otherwise confidential, the bidder must: (1) clearly designate any information in the response the bidder believes is proprietary as "confidential"; (2) provide a written explanation sufficient to justify each exemption from release under the Vermont Public Records Act, including the prospective harm to the competitive position of the bidder if the identified material were to be released; and (3) include a redacted copy of the response for any portions of the bid that the vendor designates confidential. Under no circumstances can the entire response or price information be marked confidential. Responses so marked will not be considered and will be returned to the vendor. Vendors filing submissions agree that final discretion to release or exempt all material so identified as confidential rests with the Agency.

Acceptance of the Proposal: The State reserves the right to waive minor irregularities in a bidder's proposal, providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidder from full compliance with the RFP specifications. The State reserves the right to request clarification or correction of the proposal, reject any or all proposals received, or cancel the procurement at any time prior to an award. A proposal may be rejected for: (1) the failure of the bidder to adhere to one or more provisions established in this RFP; (2) the failure of the bidder to submit required information in the format specified in this RFP; (3) the failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process; or (4) for any other reason deemed to be in the best interest of the State. In the event that the State is not successful in negotiating a contract with the selected bidder, the State reserves the option of negotiating with another bidder.

Form of Contract: The contract between the Agency of Education and the winning bidder will be required to be in the form of the Standard Vermont State Contract, including but not limited to standard provisions, which can be found at:

[State of Vermont Standard Contract Template 12-13-23](#)

All contracts of the State of Vermont have standard provisions, which are included with this RFP as "Attachment C" and can be found at:

[Attachment C Standard State Provisions for Contracts and Grants 12-07-23](#)

All contracts of the Agency of Education shall also include other provisions, which are included with this RFP as "Attachment D".

Exclusive Ownership: Any and all data, surveys analysis, reports, studies and other complete or incomplete work product prepared or developed by the contractor in connection with the contract shall become the exclusive property of the State and will not be copyrighted or resold by the contractor.

Costs of Preparing Proposals: All costs incurred by the bidder during the preparation of the proposal will be the sole responsibility of the bidder. Unless explicitly stated, the State will not reimburse the bidder for any costs associated with submission of a proposal.

Use of Subcontractors: Bidder is required to provide a list of subcontractors that bidder anticipates using on the job along with lists of subcontractors' subcontractors and the names of insurers 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.

Submission and Evaluation of Proposals

Proposal Delivery: The method of delivery shall be via e-mail.

[Shelley Matz, shelley.matz@vermont.gov](mailto:shelley.matz@vermont.gov)

E-mail: Proposals shall be delivered via e-mail attachment (Microsoft Word or PDF document) and shall arrive in the e-mail in-box of the above Contact Person no later than **4:00 pm on October 28, 2024** and should include the project title in the subject line of the e-mail.

Late responses will not be accepted and shall automatically be disqualified from further consideration. Delivery shall be at bidder's sole risk. The Agency is not responsible for technical problems that may delay receipt of the email attachment. Bidder should plan accordingly.

CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

Unsolicited Bidder-Confidential Information Prohibited. Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

Disclosure under Public Records Act. All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

Unsolicited Confidential Materials. This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information. It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders

should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

The bid should include a Cover Letter.

COVER LETTER:

Exceptions to Contract Terms and Conditions. The State will not consider exceptions to contract terms and conditions included with this RFP.

Proposal Format: Use standard 8.5" x 11" document format, single-spaced and use not less than a twelve point font. Write the program proposal in the order given in the below criteria for scoring chart. Address the proposal specifications in the same manner as the criteria for scoring chart, title and number each item.

Proposals responding to the RFP are expected to cover the content listed below.

1. Complete description of the bidder's qualifications, background and experience, including resumes for key staff; description of previous work similar to that described in the Scope of Work performed for similar organizations; and evaluation data and samples of that work.
 - a. Briefly describe or list previous contracts/agreements for similar services performed in the past three years, with a brief narrative describing the nature of services and to whom. Provide a contact person for reference purposes for each contract/agreement.
2. The bidder's understanding of the RFP requirements, including:
 - a. A detailed outline of the plan for addressing each area of work including a detailed description of deliverables for each part; and
 - b. Strengths, skills, and approaches that the bidder brings to each deliverable; and
 - c. A description of any perceived difficulties in this project, together with potential and recommended approaches for their solutions.
3. The attached price quotation form includes costs associated with each major scope of work and associated deliverables.
 - a. Include a description of the number of "person days" required to fulfill each deliverable.
 - b. Include a description of the number of "person days" required to fulfill the management/oversight needed to produce each deliverable.
 - c. Include a description of other costs to produce each deliverable.

Proposal Evaluation: Proposals will be evaluated by one or more knowledgeable individuals from the Agency of Education. Evaluation will be based upon the bidder's responses to the

sections outlined in the below scoring criteria chart. Acceptance of contract terms and conditions included with this RFP will be evaluated on a pass/fail basis

Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. The sum of the scores of the members will become the proposal's final score.

Award Announcement: The winning proposal will not be announced until a contract is signed and finalized.

CRITERIA FOR SCORING	Total possible points	Applicant Score
1. Quality of Bidder's Experience and Capacity to Perform	40	
<ul style="list-style-type: none"> a. Describe the bidder's understanding, experience and knowledge for the project. b. Describe the bidder's experience with conducting similar projects. c. Describe licensures or accreditations of the individual or organization or other indicators of quality review that attest to the quality of the bidder or bidder programs. 		
2. Responsiveness to Specifications	40	
<ul style="list-style-type: none"> a. Provide a description of how bidder will respond to program goals and how the bidder will report its performance and quality. b. Describe how the bidder ensures projects remain on track for proposed period. c. Describe how the bidder will work with AOE program staff to ensure appropriate, timely and accurate completion of project. 		
3. Program Cost	20	
<ul style="list-style-type: none"> a. Lowest bid received by the State of Vermont. 		
OVERALL TOTAL SCORE	100	

Price Quotation Form
Submit this form at the end of the proposal.

Provide a brief description of each item and the price associated. Only complete the sections and items that apply to your proposal. This form can be expanded as needed (not limited to one page).

Goal area	Price Quotation	Justification/Details
Professional Development	Management: Personnel: Materials/Supplies: Contracts: Other:	
Technical Assistance	Management: Personnel: Materials/Supplies: Contracts: Other:	
Evaluation and Assessment	Management: Personnel: Materials/Supplies: Contracts: Other:	
Overall	Other (itemized):	
TOTAL QUOTE		

ATTACHMENT D
OTHER CONTRACT PROVISIONS

1. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the Contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.

2. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, and any and all other intellectual property, become the sole property of the State of Vermont, and may not be copyrighted or resold by the Contractor without the prior written approval of the State. In the event that the Contractor should request from, and be given permission by, the State to use the intellectual property which is the subject of this contract for his, her or its own purposes, the Contractor shall not imply or represent any form of endorsement or collaboration on the part of the State.

3. Contractor Fiscal Responsibility: Contractor specifically acknowledges and agrees that:

a) Contractor will not under any circumstances commence work before the contract has been signed by both Contractor and an authorized representative of the Agency of Education, or, if Contractor has commenced work in error prior to signature by both parties, Contractor shall cease work immediately, until a contract is fully in place, and Contractor recognizes that there is no guarantee of payment for any work done before the contract has been signed by both parties.

b) Contractor is responsible for tracking Contractor's cumulative work and billings in relation to the dollar size and time duration of the contract;

c) If Contractor has done work (regardless of whether it has yet billed State for that work) that nears the total available funding allowed by the Contract, but in advance of the time for completion of the contract, it is Contractor's responsibility to alert the Agency, and to cease and do no more further work than represents the existing maximum payable amount under the Contract.

d) No representative of the Agency of Education has authority to commit to or amend contracts in unwritten form.

4. If the contractor is an individual person who is or becomes an employee of another organization or person: You, as an individual, have agreed to deliver services and/or products as an independent contractor for the VT Agency of Education ("AOE") as set forth in the scope of work of this Contract.

If you already are, or later become, an employee of any other organization or person ("Employer"), it is your responsibility to:

(a) Inform any Employer(s) in writing that you are working under contract to AOE, and the general subject matter of this Contract;

(b) Clearly, fully, and transparently segregate and document (and preserve documentation) that any time, work, deliverables, and related activities that you undertake under this Contract are all entirely separate than any that you undertake for Employer(s);

(c) Avoid situations in which your objectivity or loyalty in any aspect of your work for either AOE or Employer(s) could be compromised- or open to question by an impartial observer- as a result of your several roles, and, should such situation(s) arise, to openly confer with both AOE and Employer(s) to resolve the situation.

5. Any and all electronic or information technology used to promote, communicate or otherwise disseminate information about the Contractor's work, to the extent that it is specific to this contract, including, but not limited to:

websites, social media campaigns, online surveys, and digital documents, shall adhere to State of Vermont accessibility standards and other relevant web policies: <https://digitalservices.vermont.gov/working-us/policies>. The State of Vermont has adopted Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)) and the W3C Web Accessibility Initiative standards.

6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), prohibits recipients of federal financial assistance from discriminating on the basis of disability in their programs or activities.

7. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, shall adhere to State of Vermont brand standards: <http://cmo.vermont.gov/>. The inclusion of a logo or emblem on any product must be approved by the State prior to final production.

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies 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, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities.

An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

E. Certification Regarding Use of Contract Funds for Lobbying - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE