

REQUEST FOR PROPOSALS (IT) INFORMATION TECHNOLOGY MANAGED SERVICES

RHODE ISLAND CONVENTION CENTER AUTHORITY

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ARTICLE 1

DEFINITIONS

- 1.1. **Request for Proposals (RFP)** consists of the Advertisement to Bid and the Instructions to Respondents.
- 1.2. A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- 1.3. A **Respondent** is a person or entity who submits a Response.
- 1.4. **Financial Terms** means the amount of compensation to be received by RICCA and SMG/ASM GLOBAL as evidenced by the Contract Documents, during the contract time.
- 1.5. **Center** means: Rhode Island Convention Center, Dunkin Donuts Center and Rhode Island Convention Center Authority.
- 1.6. **Work** is the services to be performed by the successful Respondent as outlined in Article 6 Scope of Work.
- 1.7. The **Rhode Island Convention Center Authority (RICCA)** is the governing office that oversees the management of the Rhode Island Convention Center.
- 1.8. The Rhode Island Convention Center and the Dunkin Donuts Center and the RI Convention Center Authority (Center) are the locations where the Work is to be performed.
- 1.9. **SMG/ASM GLOBAL** is the business firm that manages the Rhode Island Convention Center and the Dunk Donuts Center for the Rhode Island Convention Center Authority.
- 1.10. **Vendor** is the organization with whom RICCA contracts to provide Information Technology Managed Services at the Center.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Respondents Notifications: Friday, October 8, 2021

Mandatory Pre-Bid Conference: Monday, October 18, 2021 1:00 PM. Located at the

Dunkin Donuts Center on administration 3rd floor. Response Due Date: **Friday, October 29, 2021 10:00am**

ARTICLE 3

PROCEDURES

3.1. FORM AND STYLE OF RESPONSE

3.1.1. Responses must include the specific requirements outlined in Section 6. Each question must be fully answer.

3.2. PROPOSED TERMS OF BID

- 3.2.1. All costs must be identified on the bid sheet once the contract is awarded.
- 3.2.2. Respondent shall be required to include an active, qualified, competent and experienced manager who is available to supervise vendor's operations, interface with Center's staff and provide the day-to-day operations of the Information Technology Managed Services for the Center.

3.3 SUBMISSION OF RESPONSES

3.3.1 Submit three (3) properly executed responses with any other documents required to be submitted in a 9" x 12" sealed envelope. Please include a flash drive with an electronic version of the response as well. The envelope shall be identified with the Respondent name and address, the type of response (Information Technology Managed Services) and the proposal due date and time to the following address:

Rhode Island Convention Center Authority Attention: Daniel McConaghy Executive Director 1 LaSalle Square Providence, RI 02903

- 3.3.2 SEALED RESPONSES shall be submitted no later than 10:00 AM E.S.T. on the response due date. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.
- 3.3.3 Submission of a response signifies careful examination of the RFP and the complete understanding of the nature, extent and location of the Work to be performed.
- 3.3.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

3.4 CLARIFICATION

- 3.4.1 Each Respondent shall carefully examine all RFP documents and related materials, addenda or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the Proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once and in any event, not later than seven (7) days prior to the proposal due date, submit to Complex a written request for interpretation or correction thereof.
- 3.4.2 The person submitting the request for clarification will be responsible for its prompt delivery to the Complex Purchasing Manager Howard Allen via e-mail: hallen@riconvention.com Each Respondent is responsible for confirming receipt of any e-mails sent.
- 3.4.3 Any interpretation or correction of the RFP will be made only by written addenda to all Respondents. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or the Complex. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Respondent shall be acknowledged in the Proposal.

3.5 MODIFICATION OR WITHDRAWAL OF RESPONSE

- 3.5.1 A Response may not be modified, withdrawn, or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.
- 3.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice of the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.
- 3.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

3.6 DUE DILIGENCE

3.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

3.7 CONDITIONS AND LIMITATIONS

- 3.7.1. The Proposals and any information made a part of the Proposals will become part RICCA's and SMG/ASM GLOBAL's official files without any obligation on RICCA's and SMG/ASM GLOBAL's part to return them to the individual Respondent(s).
- 3.7.2. This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between RICCA and SMG/ASM GLOBAL and Respondent resulting from this solicitation.
- 3.7.3. Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of RICCA, SMG/ASM GLOBAL or the State of Rhode Island for the purposes of influencing consideration of a proposal.

ARTICLE 4

CONSIDERATION OF RESPONSES

4.1 OPENING OF RESPONSES

- 4.1.1 The properly identified Responses received on time will be opened publicly and acknowledged.
- 4.1.2 To be considered for the award, a Respondent must be experienced and regularly in the business of providing the scope of Services required by this RFP.

4.2 REJECTION OF RESPONSES

4.2.1 RICCA shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

4.3 ACCEPTANCE OF A RESPONSE

- 4.3.1 It is the intent of RICCA to award a Contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of RICCA and SMG/ASM GLOBAL, provided the Response has been submitted in accordance with the requirements of the RFP. RICCA shall have the right to accept the Response which in RICCA'S judgment, is in the best interests of RICCA and SMG/ASM GLOBAL.
- 4.3.2 Following the evaluation of written proposals, Respondent(s) may be requested to offer oral presentation to RICCA and SMG/ASM GLOBAL. Failure to comply with such a request will disqualify Respondent from consideration.

4.4 TIME OF OPENING

- 4.4.1 Responses will be irrevocable for sixty (60) days from the date of opening. It is the intent of RICCA to enter into contract negotiations with the Respondent under consideration for the provision of first class, fiscally responsible, Information Technology Services of the highest quality obtainable.
- 4.4.2 This RFP does not commit RICCA to the awarding of a contract.
- 4.4.3 RICCA and SMG/ASM GLOBAL will not be liable for any costs incurred in the preparation and presentation of the Response.

ARTICLE 5

FORM OF AGREEMENT BETWEEN RICCA AND RESPONDENT

5.1 CONTRACT

5.1.1 The successful Respondent will be required to enter into a written Contract with RICCA.

5.2 MINORITY BUSINESS ENTERPRISE

- 5.2.1 RICCA may, after considering the financial impact to RICCA and SMG/ASM GLOBAL, prior to making a final determination of award, apply special consideration to the offer of Minority Business Enterprises in accordance with the Rhode Island General Laws and the applicable regulations.
- 5.2.2 A Minority Business Enterprise shall mean a small business concern owned and controlled by one or more minorities or women and is certified by the Rhode Island Department of Administration and the Office of Diversity, Equity and Opportunity to meet the definition established by Rhode Island law.

5.3 EVALUATION CRITERIA

- 5.3.1 The successful Respondent shall be determined by the following criteria:
- 5.3.2 Respondents must demonstrate the ability to fulfill requirements in Article 6 "Scope of Work," and monetary commitments by furnishing information regarding their expertise, experience, financial soundness and integrity.
- 5.3.3 Respondents and personnel must demonstrate an understanding of the Work required and be complete the work required.
- 5.3.4 Respondents must demonstrate that jobs of similar scope and/or magnitude have been successfully maintained.

5.3.5 The financial terms shall not be the sole criteria of the selection, but shall give significant weight in determining which response is the most beneficial to RICCA and SMG/ASM GLOBAL. RICCA reserves the right to award the contract on the basis of the initial response.

5.4 OBJECTIVES

- 5.4.1 The following objectives summarize RICCA'S intent in the provision of Informational Technology Services:
- 5.4.1.1 OPERATING PHILOSOPHY: It is RICCA'S intention that the Vendor will maintain Information Technology Managed Services according to the highest industry standards and in the best interest of the Center, RICCA and SMG/ASM Global.
- 5.4.1.2 FINANCIAL RESPONSIBILITY: The facilities must be operated in a manner consistent with public interest, while providing RICCA with full accountability for, and accurate records of, all business transactions associated with services and activities at the Center. Such accountability and records of all business transactions associated with the provision of Information Technology Managed Services must be not only sufficient and customary by industry standards, but must be of the highest level available at facilities and operations of this type.
- 5.4.1.3 TENANT RELATIONS: All tenants and users of the facilities shall be provided the highest level of services and cooperation reasonably expected in order to promote the business goals of such tenants and thus encourages the continued use and occupancy of the facilities.

ARTICLE 6

RFP CONTENT, SCOPE OF WORK, BID SHEET

6.1. RFP CONTENT

6.1.1 Company Information and Qualifications

- Please provide a description of your company background/history and why you feel you are qualified provide the services described. How long has the organization been in this business?
- Provide the company ownership. If the company is incorporated, include the state in which the company is incorporated and the date of incorporation.
- Is your firm a certified MBE or WBE in Rhode Island registered with the Department of Administration Office of Diversity, Equity and Opportunity?
- Where are your company offices located?
- What is the total number of employees in your organization? How many staff are full-time vs. contract? Provide the breakdown of technical and nontechnical staff.

- Location(s) from which employees will be assigned to RICCA.
- Please identify the team that will be assigned to the account and describe how you plan to interact with us and any third-party providers that may provide services to our organization. Please provide names, office locations, contact info and resumes of key individuals.
- Please describe your experience in providing technology and service for your customers, focusing on planning, implementation, and ongoing support.
- Can you provide specific examples of how you have worked with customers and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?
- Please describe your organization's experience in transitioning clients to public or private cloud technology from more traditional IT service models.
- Do you currently support customers that have 24x7 requirements?
 Describe any processes and procedures that you have put in place to accommodate those requirements that are separate from your normal operations.
- In the last 5 years has you had any type of data breach of internal or customer data? If so, explain including remediation taken place and date of breach.
- Does your organization have adequate insurance to cover any potential breach of customer data?
- What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
- Please provide a list of five (5) references who RICCA and SMG/ASM GLOBAL may call. Provide company name, contact name, title, phone number and email address. Describe the type of services provided and how they are similar to those in this RFP.

6.1.2. Customer Interface and Operations

- Has your organization completed a certification that attests to the trustworthiness of services and ensures your organization securely manages data to protect the interests of your organization and the privacy of its clients?
- Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
- Is there flexibility to add or subtract service offerings on the fly, based on need?
- Do you use a commercial software platform to run your managed services operation, like a professional services automation (PSA) software or remote monitoring and management (RMM) software?
- Provide standard operating processes and procedures in relation to this service and how a secure customer interface is established and

- maintained.
- Provide a detailed process related to employee hiring and vetting inclusive of background checks and skill verification.
- If we elect to move forward with your organization, what resources would you require (e.g., information, data, staff resources, communication) during migration and on an ongoing basis?
- Please provide a proposed work plan for a migration to your organization. Specifically, provide the following information:
 - > Key activities
 - > Timing
 - ➤ Information/resource requirements from our organization
 - Deliverables
 - > Key milestones, checkpoints, and other decision points
- Please provide details on your standard reporting capabilities.
- Our user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.
- Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
- How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process? Do you conduct regular business reviews with customers? How often and what is the nature of those meetings?
- Do you require hardware and software purchases to be made through your organization?

6.2 SCOPE OF SERVICES

6.2.1. Please describe your approach to the following required managed services (Scope of Work). Your proposal should include a detailed response for each type of service. Note any services that are outside of the scope of this proposal and how they are handled.

| Managed Services Required | Included? | Response/Qualification | | |
|-----------------------------------|-----------|------------------------|--|--|
| Help Desk Services | | | | |
| Superior and responsive | | | | |
| 24x7x365 Help Desk. If | | | | |
| provided by on call staff, please | | | | |
| note that. | | | | |
| Multiple methods to open | | | | |
| tickets such as phone call, | | | | |
| email, and client portal. | | | | |
| Third party application support | | | | |
| Vendor Management - | | | | |
| coordinating with vendors to | | | | |
| drive business impacting issues | | | | |
| to resolution. | | | | |
| Assistance for end users with | | | | |
| 'how do I' and other | | | | |
| productivity blocker questions. | | | | |
| Best practices and user | | | | |
| education regarding security or | | | | |
| other ticket findings to improve | | | | |
| staff efficiency. | | | | |
| Manage, monitor, and track all | | | | |
| support related issues, and | | | | |
| provide monthly updates | | | | |
| concerning significant support | | | | |
| patterns or issues. | | | | |
| Support for Mobile devices (cell | | | | |
| phones, tablets. Etc) | | | | |
| Support of all peripherals | | | | |
| (printers, monitors, etc) | | | | |
| Scheduling a call back for help | | | | |
| desk assistance at a time that is | | | | |
| convenient for our staff. | | | | |
| Ticket priority assignment, | | | | |
| tiered service levels and custom | | | | |
| response requirements | | | | |
| available. | | | | |
| Service Level Agreements | | | | |
| Escalation process/management | | | | |
| Onsite Dispatch | | | | |

| Ability to handle multiple | | | |
|-----------------------------------|-------------|---------------------|--|
| customers impacted by the same | | | |
| event. | | | |
| Disaster response protocol | | | |
| during off hours. | | | |
| Warranty break fixes and | | | |
| installations. | | | |
| Measurement of customer | | | |
| satisfaction | | | |
| Problem management with root | | | |
| cause analysis on major service | | | |
| interruptions and repetitive | | | |
| issues. | | | |
| | Asset Ma | nagement | |
| Up to date asset inventory of all | | | |
| computer related hardware. | | | |
| Asset inventory reports made | | | |
| available to RICCA. | | | |
| Lifecycle management - end-of- | | | |
| life notifications, replacement, | | | |
| and asset decommissioning. | | | |
| Warranty renewals | | | |
| License Management | | | |
| Recommendations for | | | |
| procurement of computing and | | | |
| network equipment. | | | |
| Monitor | ring and Pr | oactive Maintenance | |
| Monitoring of RICC servers, | | | |
| applications and network | | | |
| devices with proactive | | | |
| communications and escalation | | | |
| protocols based on the severity | | | |
| of any unscheduled outages. | | | |
| Proactive monitoring, trending | | | |
| and notification for productivity | | | |
| impacting issues such as | | | |
| bandwidth utilization, capacity | | | |
| challenges and other | | | |
| performance indicators. | | | |
| Hardware maintenance | | | |
| including, but not limited to: | | | |
| regular analysis | | | |
| routine configuration | | | |
| changes | | | |
| • installation of patches | | | |
| • firmware upgrades | | | |
| Assessment and | | | |
| recommendations for system | | | |
| architecture improvements, | | | |

| capacity management, | | |
|----------------------------------|----------------|---------------------------|
| efficiency, speed and | | |
| eliminating emergency | | |
| maintenance situations. | | |
| Documentation and procedures | | |
| maintenance. | | |
| Da | ita Security a | nd Management |
| Maintenance of virus detection | | |
| programs across the | | |
| environment. | | |
| Management and notification of | | |
| suspected security breaches. | | |
| Secure access for remote | | |
| workforces. | | |
| Security standards | | |
| implementation, monitoring and | | |
| recommendations. Follow CPNI | | |
| Standards. | | |
| Maintenance of Active | | |
| Directory, application and email | | |
| accounts including, but not | | |
| limited to, adding, changing | | |
| and/or archiving/deleting | | |
| employee accounts. | | |
| Maintenance and | | |
| recommendations of security for | | |
| email. | | |
| Audit and update data backup | | |
| policy | | |
| Monitoring and remediation of | | |
| backups. | | |
| Network device backups | | |
| Testing backups | | |
| Security of backups | | 10 |
| | n for Budgeti | ng and Strategic Planning |
| Provide technical and | | |
| organizational leadership for | | |
| technology related issues. | | |
| Recommendations for future | | |
| purchasing and technology | | |
| needs for the organization, | | |
| aligned with organizational | | |
| goals, as needed and during the | | |
| annual budget preparation | | |
| process. | | |
| Recommendations for potential | | |
| savings in IT related matters. | | |

| Find efficiencies through the | |
|-----------------------------------|--|
| consolidation of equipment and | |
| software currently in use. | |
| Assistance with IT policy | |
| development including usage, | |
| security, software/hardware, etc. | |
| Assistance with responses to | |
| audits pertaining to the | |
| infrastructure and the | |
| implementation, configuration | |
| or processes. | |
| Engineering, planning, and | |
| design services for major | |
| system enhancements, including | |
| installations and upgrades of | |
| new or existing systems. | |

6.3. LABOR

- 6.3.1. Vendor shall maintain staffing, at levels acceptable to RICCA and ASM/GLOBAL, sufficient to facilitate the planning and execution of work including but not limited to: Minimum staff to include an active, qualified, competent and experienced manager who is available to supervise vendor's day to day operations. In addition to the manager an appointed senior manager will provide direct over site to the manager and communicate regularly with RICCA and SMG/ASM GLOBAL. RICCA and ASM/GLOBAL reserves the right to approve the final selection of the manager and such approval shall not be unreasonably withheld.
- 6.3.2. Employees shall be uniformly dresses, clean and neat in appearance. All employees must display identification prominently while on the Center premises.
- 6.3.3. All employees shall be qualified and properly trained in the handling and use of all Related IT technology Equipment used in and around the Center.
- 6.3.4. Equal Employment Opportunity Compliance. The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by federal Executive Orders 11246, 11625 and 11375. Affirmative action plans shall be submitted by the Vendor to RICCA, if required. Vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.
- 6.3.5. <u>Drug Free Workplace Requirement</u>. In accordance with Executive Order No. 91-14, Vendor shall abide by Rhode Island's drug-free workplace policy and the vendor shall so attest by signing a certificate of compliance.

6.4. EXCLUSIVITY

6.4.1. It will be the privilege of the Vendor to have the right to provide Informational Technology Managed Services within the Center.

6.5. USE OF FACILITIES

- 6.5.1. The Vendor's employees must check-in and exit the Center at the designated security door only.
- 6.5.2. SMG/ASM GLOBAL will provide an office and limited storage space for the purpose of conducting business within the Center.
- 6.5.3. The Vendor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.
- 6.5.4. The Vendor shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Vendor, while on the Center's grounds must also observe any safety requirements imposed by SMG/ASM GLOBAL.
- 6.5.6. Vendor shall be afforded access to the Center at all reasonable times for the administration of the terms of the contract.

6.6. LENGTH OF CONTRACT

6.6.1. The Contract under which these privileges shall be granted will be for the term of three (3) years. At the conclusion of term, RICCA and SMG/ASM GLOBAL shall retain the option to renew the Contract, subject to the mutual agreement of both parties, for not more than two (2) additional terms of one (1) year in length under the provisions agreed herein. RICCA and SMG/ASM GLOBAL shall reserve the right to terminate this contract at any time on thirty (30) days' notice, without penalty.

6.7. ACCOUNTING

- 6.7.1. Vendor shall keep books of accounts and records of all transactions in accordance with the standard and established accounting and bookkeeping procedures.
- 6.7.2. Vendor shall make available to RICCA and SMG/ASM GLOBAL during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the contract for review upon request.

6.8. INSURANCE

During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by RICCA and SMG/ASM GLOBAL, authorized and licensed to do business in the State of Rhode Island and rated

not less than "A-" by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name RICCA and SMG/ASM GLOBAL, the Center, RICCA, the State of Rhode Island and their employees, agents, officers and directors as additional insured on a primary and non-contributing basis there under and a waiver of subrogation in favor of all additional insured shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to RICCA and SMG/ASM GLOBAL prior to the Commencement of the Term. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days,' prior written notice to RICCA and SMG/ASM GLOBAL, such prior notice being mandatory. The Vendor will provide RICCA and SMG/ASM GLOBAL with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:

- a. Comprehensive General Liability coverage in the amount of \$2,000,000 in the aggregate and \$1,000,000.00 each occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable. The Comprehensive Liability insurance shall cover the vendor, SMG/ASM GLOBAL, the Center, RICCA, the State of Rhode Island and their respective employees, agents, officers and directors from and against any claim arising out of personal injury and/or property damage as a result of the operations of the Vendor or its failure to comply with the terms and provisions of the Contract. Such policy or policies for the insurance shall include coverage for claims of any persons as a result of incidents directly or indirectly related to the employment of such persons by the Vendor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Contract.
- b. Worker's Compensation Coverage, as statutorily required by the State of Rhode Island, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
- c. Excess Liability Coverage in the amount of \$5,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employees' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.
- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, nonowned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.
- e. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the Center upon the premises by fire or other such casualty as may be generally included in the usual

form of extended coverage in an amount equal to the replacement costs of such property. Such insurance shall provide coverage for the personal property of others in the care, custody and control of the Vendor that is used by the Vendor for the Work.

6.9. BONDING – Not Applicable.

6.10. INDEMNIFICATION

- The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and 6.10.1 save harmless RICCA, SMG/ASM GLOBAL, the State of Rhode Island and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which RICCA, SMG/ASM GLOBAL, the State of Rhode Island and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.
 - 6.10.2. In any and all claims against SMG/ASM GLOBAL, the State of Rhode Island, RICCA and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.10.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

6.11. PERMITS, LICENSES AND LAWS

6.11.1. Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense

6.11.2. Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, SMG/ASM GLOBAL, The State of Rhode Island and RICCA and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

6.12. BID SHEET

| Name of Company: | |
|-----------------------|--|
| 1 , | |
| Company Address: | |
| 1 7 | |
| | |
| | |
| Authorized Signature: | |
| | |
| Name (Printed): | |
| | |
| Title: | |
| | |
| Date: | |

6.12.1. Managed Service Level Response Times

Please indicate the response times for the following conditions. If your firm designates these priorities using different nomenclature for responses or priorities, please explicitly define your terms. Additionally, define those items that are considered critical versus high, medium, low, etc.

| Response Item | Time |
|---------------------------|------|
| Initial Call Response | |
| Initial Email Response | |
| Monitoring Alert Response | |

| Priority | Response Time | Update Frequency |
|-------------------|---------------|------------------|
| Level 1: Critical | | |
| Level 2: High | | |
| Level 3: Medium | | |
| Level 4: Low | | |

6.12.2. Managed Services Rates

Based upon the scope defined in section 6.2., please propose your expected rate to provided IT Managed Services to RICCA on a *per user basis*. Please assume 50 users for the basis of your response. Also, rates should remain firm over the term of this agreement which, as defined in section 6.6. is set at 3 years.

| Rate Schedule | Rate per User |
|---|---------------|
| IT Managed Services fee per user (50 users) | \$ |
| Other affiliated services per user (50 users) | \$ |
| Fixed one-time setup cost | \$ |

6.12.3. Labor Rates

Please quote hourly labor rates by position. If additional roles are contemplated, please include them below. The rates must be valid for the term of the engagement as defined in section 6.6.

| Role/Position | Hourly Rate |
|--------------------|-------------|
| Technician | \$ |
| Engineer | \$ |
| After Hour Premium | \$ |

REFERENCES

In the space provided below please enter company references and contact personnel with phone numbers for jobs similar in nature to the type of service required for the Rhode Island Convention Center and Dunkin' Donuts Center.

| Company Name: |
|-------------------------------------|
| Contact Name: |
| Contact Title: |
| Phone Number: |
| Type of Service Provided and Dates: |
| |
| |
| Company Name: |
| Contact Name: |
| Contact Title: |
| Phone Number: |
| Type of Service Provided and Dates: |
| |
| |
| Company Name: |
| Contact Name. |
| Contact little: |
| Phone Number |
| Type of Service Provided and Dates: |
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| Company Name: |
| Contact Name: |
| Contact little: |
| Phone Number: |
| Type of Service Provided and Dates: |
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| Company Name: |
| Contact Name: |
| Contact Title: |
| rnone number |
| Type of Service Provided and Dates: |