



Rhode Island
Economic Development Corporation

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**REQUEST FOR PROPOSALS FOR THE
PORT SECURITY GRANT (PSG09)
SYSTEM EXPANSION
PHASE II (PSCN-2)**

Documents Available
Pre-Proposal Conference
Deadline for Questions
Deadline to Post Questions
Deadline for Proposals
Tentative Award Notification

Friday, February 1, 2013
Thursday, February 7, 2013
Wednesday, February 13, 2013
Friday, February 15, 2013
Wednesday, February 20, 2013
Monday, March 4, 2013

**INVITATION
REQUEST FOR PROPOSALS
FOR THE EXPANSION OF THE LEGACY
PORT SECURITY COMMUNICATIONS SYSTEM (PSCN)
(PORT SECURITY GRANT (PSG09))**

The Rhode Island Economic Development Corporation, 315 Iron Horse Way, Suite 101, Providence, RI 02908, is requesting Proposals from qualified companies to expand the legacy PSCN System.

Contract documents will be available on Friday, February 1, 2013 from the Rhode Island Economic Development Corporation, 315 Iron Horse Way, Suite 101, Providence, RI 02908. Tel. 401.278.9162 | Fax 401.273.8270.

A Pre-RFP Conference has been set for Thursday, February 7 at 1:00 PM, at the Rhode Island Economic Development Corporation, 315 Iron Horse Way, Suite 101, Providence, RI 02908. Tel. 401.278.9162 | Fax 401.273.8270

All Proposals must be received, whether hand delivered or mailed, no later than 2:00 p.m. on Wednesday, February 20 at the Rhode Island Economic Development Corporation, 315 Iron Horse Way, Suite 101, Providence, RI 02908. Tel. 401.278.9162 | Fax 401.273.8270

Proposals will be evaluated based on criteria detailed in the RFP and a recommendation for award made to the Rhode Island Economic Development Corporation.

The Rhode Island Economic Development Corporation reserves the right to accept or reject any or all proposals, to negotiate with all qualified sources and to select the proposal that is in its best interest.

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History and Scope

The Rhode Island Port Security Communications Network (PSCN-1) was established in 2005 as a demonstration project funded by an \$856,000 grant from the U.S. Department of Homeland Security (DHS), through its Information Technology and Evaluation Program (ITEP). Smiths Detection-LiveWave, was awarded the initial contract to engineer and deploy the prototype security solution for the State of Rhode Island. Smiths Detection-LiveWave partnered with Raytheon Integrated Defense Systems; Business Innovation Factory (BIF) of Providence, RI; and Verizon Wireless to address the requirement that is in place to this day. In 2012, Rhodeway Networks of Middletown, RI was awarded a new contract to provide maintenance and repairs to the PSCN-1 system.

The initial PSCN-1 was a collaborative project of the Rhode Island Emergency Management Agency (RIEMA), the Rhode Island Economic Development Corporation (RIEDC), the Rhode Island Department of Environmental Management (DEM), and the Rhode Island Department of Administration (DOA).

The PSCN-1 system provides security for RI waterways primarily in the southern portion of Narragansett Bay and is comprised of video and network equipment at various sites. Feeds from these PSCN sites are currently networked back via wireless and landline to a Data Center maintained at DEM in Providence where they are integrated in to a Video Management System (VMS) called "FirstView". These feeds are further integrated in to a system called Athena which is used as a state wide system by multiple agencies. It is comprised of various sensors and systems (such as the "FirstView" VMS, radar, and other data feeds) and provides integrated and interoperable mission data and sensors information for the shared decision support system (RI Common Operating Picture – RICOP). The PSCN-1 assets were first integrated with the Raytheon Athena system as a pilot demonstration program in 2007, via a Cooperative Research and Development Agreement (CRADA).

In addition to the PSCN-1 assets, additional capabilities and assets that feed this common platform have been added incrementally over the past years. Additions were included with the City of Providence, Port Area Waterside Security System (PAWSS) that included additional video (integrated through FirstView), new radar and automatic identification system (AIS) for vessel tracking. Follow-on upgrades have included the permanent integration of other systems such as siren warning, video teleconference, chemical sensors, other VMS assets, weather stations, and also demonstrable systems to include the Undersea Perimeter Security Integrated Defense Environment (UPSIDE), mobile hand held tablets displaying the RICOP and a Vehicle/Vessel Tracker system. This project is the next incremental upgrade/expansion to this overall system.

Scope of Work Summary: The RIEDC / PSG09 (PSCN-2) scope of work is to expand the:

1. VMS and other Sensors
2. PTP wireless networks and fiber backhaul
3. Camera Remote System Management
4. Training of System Users
5. RIEMA Head-end Integration

Stakeholders

1. **RIEDC:** RI Economic Development Corporation.
2. **RIDEM/LE:** RI Department of Environmental Management/Law Enforcement
3. **RITBA:** RI Turnpike & Bridge Authority.
4. **RIEMA:** RI Emergency Management Agency.
5. **PEMA:** Providence Emergency Management Agency.

The intention of the RFP is the expansion of the current system, to new sites with necessary equipment in maintaining current operational continuity.

It is not the intention to change the legacy systems, as they are already mutually embedded and operational. The system is currently housed at the DEM/LE Foundry Building, 235 Promenade Street, Providence, operating as the primary 24/7 monitoring facility. The Servers will remain at the Foundry Building with a proposed back-up system hosted at the RIEMA, Cranston RI location, or the vendor could propose to host and manage the servers at their location for the duration of the contract – minimum of three years.

SUMMARY OF THE RFP OBJECTIVES

1. Network Infrastructure (Backbone), Base Station and Data Center upgrades, additions, configurations and integrations

The network Backbone consists of a wireless PTP links connecting the Newport Pell Bridge to the Newport Hospital, then to the DEM/LE office in Providence via Cox Communications hardware. The proposed reconfiguration plan would utilize the OSHEAN network Point of Presence (POP), connecting at either of the Newport CCRI Campus at 1 John Chafee Blvd, Telco Room (015), or the URI Bay Campus, Horn Laboratory, Telco Room located in Narragansett. That said, proposers should also consider providing a connection at each of the colleges mentioned above.

Network Infrastructure: Wireless and Fiber Backbone, Base Station and Data Center enhancements:

Proposed Backbone:

- A. Newport Pell Bridge to OSHEAN fiber point of presence (i.e.; URI Bay Campus, Narragansett or CCRI Newport) and connection to Data Center at DEM
- B. Newport Pell Bridge (connecting the Bridge, Breton Point, Beavertail, Port of Galilee, Fort Wetherill)
- C. Prudence Island back to Newport Pell Bridge (connecting Sensor Site southeast location of Prudence Island, Quonset Business Park (new Sensor Site) and existing Sites - Warwick Light and Mt. Hope Bridge.
- D. Existing system is from the Newport Pell Bridge to Newport Hospital to DEM/LE via Cox Communications

Base Station and Data Center enhancements:

Servers at DEM, 235 Promenade Street, Providence, RI are proposed to be relocated from the 4th floor to the 1st floor, in the Lighttower Suite. Similarly, the vendor could also provide hosted services for the duration of the contract.

- A. Establishment of a Command & Control suite at RIEMA in Cranston.
 - Vendor shall configure existing PC at RIEMA's Command and Control Center to display new video feeds.

2. Existing Site upgrades and new Site installations, configurations and integration

- A. Breton Point State Park, Newport – new infrastructure (wood pole to house new camera, antenna), network Point to Point (PTP) or Point to Multi Point System (MPS) base Station at either Beavertail or Newport Pell Bridge, which ever has the better Line of Sight (LOS) and is most cost effective.
- B. Port of Galilee, Narragansett
 - Utilize existing infrastructure (wind generator tower, electrical power)
 - New Radar, New Thermal and Day Camera
 - New network assets – Port of Galilee (Sensor Site) to Pell Bridge (Base Station) PTP, or Point to MPS, or via hardwire.
- C. Newport Pell Bridge, Mt Hope Bridge – other cameras, sensors and alarms
 - See specific requirements provided by RIBTA in this RFP.
- D. Quonset Business Park, North Kingstown
 - Pull select existing video feeds and integrate into the System
 - Point to MPS wireless connection to Newport Pell Bridge Base Stations, or via hardwire.
- E. CCRI Newport Campus and/or URI Bay Campus, Narragansett - POP (OSHEAN) fiber network interface
 - Install, configure network assets at Newport Pell Bridge to connect to one or both of these sites.

Operations & Maintenance (O&M) solution for the management and sustainment of the PSCN and RICOP systems: Some capabilities and tasks include:

- Provide call center and monitor/manage system maintenance, network and security issues, with option for extended service to monitor the system 24/7/365.
- Provide automatic alerts to operational and system stakeholders on system status
- Serve as centralized point of contact for all system O&M matters, and coordinate with stakeholders as required
- Provide Inter-agency Training on the system, to include optimal operational use of the overall system

Administration level training

- Provide multi agency training to enhance familiarity for all users with all features of the systems
- Generate a CONOPs development and overall system mission effectiveness

The expansion may require modifications to the current network configuration for optimization purposes and will require that the hosting entity have connections to the network preferably via a high bandwidth for cost containment and system integrity. Interfaces with legacy systems of remote sites will be evaluated by the participants as to the overall structure to ensure optimal performance and cost effectiveness.

All sites will have 30-day storage at the edge capability for local video retrieval if network infrastructure fails.

Respondents should recognize that an award provided through the Port Security Grant (PSG) program to its vendor of choice, has a completion date of May 20, 2013. Thus, responders should be prepared to implement its proposed solution within 7 days of contract award.

Remote User New Sites Requirements

1. Block Island Ferry – Town of New Shoreham, RI

- **Interstate Navigation Company (BI Ferry):** With this new site, a minimum of two existing video feeds will be integrated into the PSCN system.
- These feeds will be taken from the existing (BI Ferry) system that terminates in Galilee, encoded and transmitted wirelessly to the DEM Galilee Tower that will then provide connectivity to the PSCN system.

Video Encoder	Axis Single Port Video Encoder Q7401	0288-004
Network Switch	Sixnet 5 Port POE or equivalent	EB-5ES-PSE
Wireless/Hardware	PTP Antenna such as the Cambium Networks PTP Series to provide sufficient bandwidth to transmit feeds	
Cabling to existing cameras; cabling to antenna location		



2. Salty Brine State Beach, Narragansett, RI

- This will be a new site that will have 2 cameras located on an existing DEM tower.
- The site will require a communications enclosure be installed at the site that will house the network equipment and camera power supplies, as well as providing a hub site for the data from the Block Island Ferry.
- The site will require that there be conduit to the cameras from the enclosure, and electrical power run to the enclosure for the equipment.
- A radar system will be installed to cover vessel traffic south to Block Island Old Harbor.
- The intended plan is to then connect the site wirelessly using a PTP connection to the Beavertail Tower or the Newport Bridge West Tower, or provide a hardwire connection to the URI Bay Campus – OSHEAN network. The vendor shall determine the link that provides the best connectivity and the most cost effective solutions. The required hardware at this location is as follows:

Camera South	Thermal/Optical (Quickset GEYE Dual Thermal)	
Camera North	Optical Camera (Axis or equivalent)	Q6032-E
Video Encoder	Axis Q7401 or equivalent	
Network Switch	Sixnet 5 Port POE or equivalent	EB-5ES-PSE
Wireless/Hardwire	Cambium Networks PTP Series, to provide sufficient bandwidth to transmit feeds	
UPS	APC or equivalent	SUA750US
UPS Management	APC or equivalent	AP9630
Enclosure	Stainless Steel NEMA 4X Enclosure	
Radar Antenna System to be integrated into the existing PSCN System		



**Salty Brine State Beach,
Narragansett, RI 2009-PU-
T9-0113 (U#2-Exhibit 9)**

3. URI Bay Campus, Narragansett, RI

- Center for Nuclear Science Building to house one camera.
- The site will connect to the Newport Pell Bridge West Tower via wireless PTP, or via the OSHEAN pop as determined by the vendor.
- The required hardware at this location is as follows:

Network Switch	Sixnet 5 Port POE or equivalent	EB-5ES-PSE
Optical Camera	Axis or equivalent	Q6032
Wireless/Hardwire	Cambium Networks PTP Series to provide sufficient bandwidth to transmit feed	
UPS	APC or equivalent	SUA750US
UPS Management	APC or equivalent	AP9630
Enclosure	NEMA 4X Enclosure	



4. Quonset Business Park, North Kingstown, RI

- This site has existing cameras feeds from the current security system that are located at the Port of Davisville and the southerly Quonset Airport locations.
- The site will connect to the Newport Pell Bridge West Tower via a wireless PTP link.
- This site may also act as a hub location to provide data traffic from the Warwick Light location, or via the OSHEAN hardwire as determined by the vendor.
- The required equipment at this site is as follows:

Network Switch	Sixnet or equivalent Port	EB-5ES-PSE
Wireless/Hardwire	Cambium Networks PTP Series to provide sufficient bandwidth to transmit feed	
Video Encoder	Axis Q7404 or equivalent	
Cabling to existing cameras; cabling to antenna location		

PTZ Cameras located at this site will be utilized for pulling of digital feed only. There will be no camera replacement at the time of this submittal.



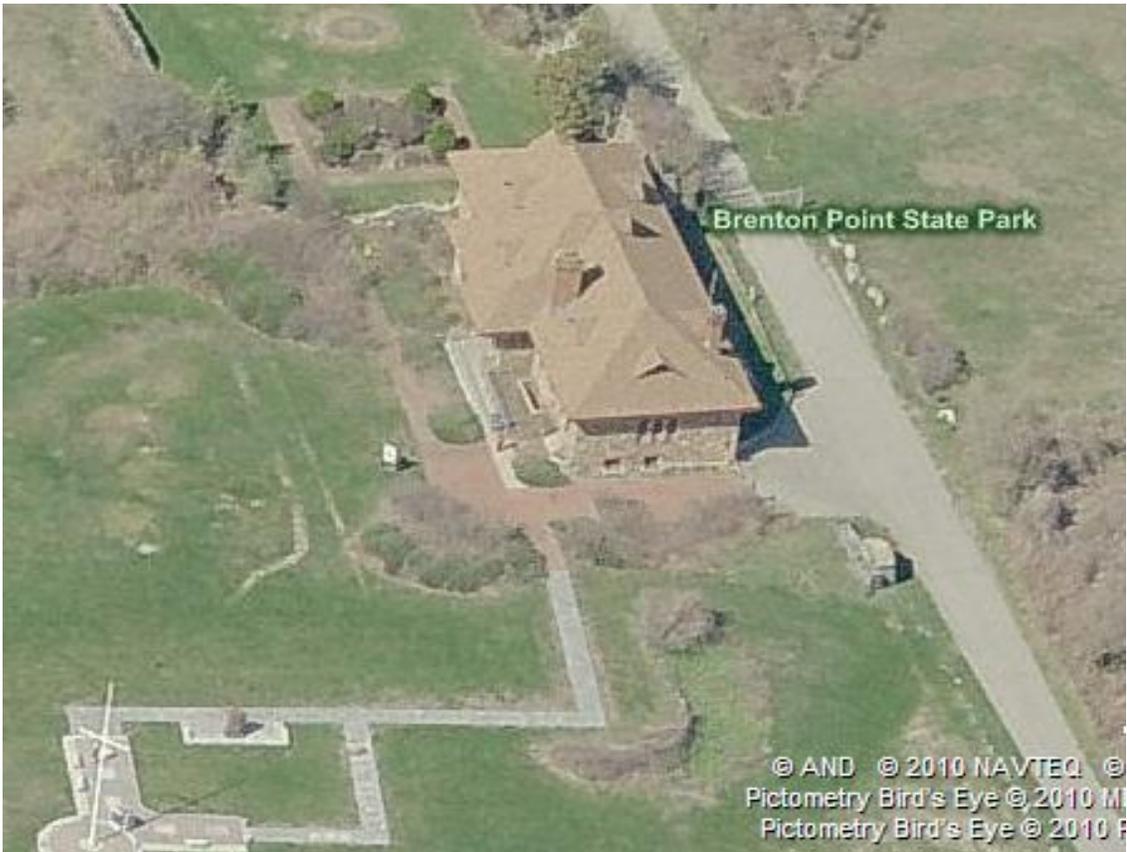
**Quonset Point Commerce Park,
North Kingstown, RI 2009-PU-
T9-0113 (U#2-Exhibit 8)**



5. Breton Point State Park, Newport, RI

- This new site will require a new wood pole (30') to be installed that will house the camera and equipment.
- The pole location will also require electrical power to be run to the pole and metered.
- The site will connect to the network via a Wireless PTP link that will utilize the Beavertail location as a hub site, or connect directly to the Newport Pell Bridge.
- The site will host a Network IP Dome Camera, with view of the oceanfront.
- The required hardware at this site is as follows:

Camera	Pelco Esprit	
Network Switch	Sixnet 5 Port POE Switch	EB-5ES-PSE
Wireless	Cambium Networks PTP Series to provide sufficient bandwidth to transmit feed	
UPS	APC or equivalent	SUA750US
UPS Management	APC or equivalent	AP9630
Enclosure	L-Comm NEMA 4X Enclosure	



6. Warwick Light

This existing site will be connected to the network utilizing the Quonset Business Park or the Mt. Hope Bridge as hub sites. This site will require a Wireless PTP antenna such as the Cambium Networks PTP Series to provide sufficient bandwidth to transmit feed, will be installed with the existing equipment.

7. RI Turnpike and Bridge Authority Project - Specifications for Expansion

The RI Turnpike and Bridge Authority (RITBA) is seeking to improve security and safety of bridge operations for both the Newport Pell and Mt. Hope Bridges with additional network security cameras, installation of a sensor/alarm system along with an uninterruptible power supply. The specifications of this project are as follows:

1. Requirements:

1.1 Services Required

- A. The vendor will be required to upgrade and install additional network security cameras on the Newport/Pell and Mt. Hope Bridges to include an uninterruptible power supply. The vendor will also be required to install a sensor/alarm system that incorporates the identified access points of the two bridges. Both the security camera and sensor/alarm projects will be integrated and networked into the PSCN. The vendor shall utilize a RI Licensed Electrician for all electrical work performed, and consult with the RITBA Engineering Department for questions on bridge electrical systems.

1.2 Project Pricing

- B. The project pricing will be in lump sum options. Pricing for each lump sum option is all inclusive. Included in each lump sum option would be the cost for traffic control.

1.3 Project Components Required

- A. The following network security cameras and sensor/alarms with their locations will be those designated to be installed as part of this project.

Lump Sum Option A

Cameras

Newport/Pell Bridge

Camera #	Camera Type	Location	Comments
1	Box PTZ	East Tower (Pier 1E) - North Side	Same mounting as west tower
2	Box PTZ	East Tower (Pier 1E) - South Side	Same mounting as west tower
3	Dome PTZ	Center Span – Upper	Located on light pole on roadway level
4	Dome PTZ	West Sign Structure 1	Mounted on overhead sign structure
5	Dome PTZ	East Cable Bent	Located on light pole on roadway level
6	Fixed	West Anchorage (Pier 4W) - Door 1	Mounted on Pier 4W
7	Fixed	West Anchorage (Pier 4W) - Door 2	Mounted on Pier 4W
8	Fixed	West Anchorage (Pier 4W) - Door 3	Mounted on Pier 4W
9	Fixed	West Anchorage (Pier 4W) - Door 4	Mounted on Pier 4W

10	Fixed	East Anchorage (Pier 4E) - Door 1	Mounted on Pier 4E
11	Fixed	East Anchorage (Pier 4E) - Door 2	Mounted on Pier 4E
12	Fixed	East Anchorage (Pier 4E) - Door 3	Mounted on Pier 4E
13	Fixed	East Anchorage (Pier 4E) - Door 4	Mounted on Pier 4E

Mt. Hope Bridge

Camera	Camera Type	Location	Comments
1	Dome PTZ	South Tower (Pier 18) - East Leg	Mounting same as south tower west leg
2	Dome PTZ	North Tower (Pier 19) - West Leg	Mounting same as south tower west leg
3	Dome PTZ	North Tower (Pier 19) - East Leg	Mounting same as south tower west leg
4	Box PTZ	North Anchorage (Pier 23)	Mounted on steel structure of Pier 23
5	Box PTZ	South Anchorage (Pier 14)	Mounted on steel structure of Pier 14

Alarms

Newport/Pell Bridge

Quantity	Type	Location	Comments
3	Door Contact	West Tower (Pier 1W) - Door 1,4,5	Roadway & Pier Base(2)
3	Door Contact	East Tower (Pier 1E) - Door 1,4,5	Roadway & Pier Base(2)

Mt. Hope Bridge

Quantity	Type	Location	Comments
2	Door Contact	South Tower (Pier 18) - Door 1,2	Roadway (2)
2	Door Contact	North Tower (Pier 19) - Door 1,2	Roadway (2)
2	Door Contact	North Anchorage (Pier 23) - Door 1,2,	Main Entrance (2)
2	Door Contact	South Anchorage (Pier 14) - Door 1,2	Main Entrance (2)

UPS (Uninterruptable power supply)

Size	Location	Comments
3000 VA minimum	Newport/Pell Bridge	
750 VA minimum	Mt. Hope Bridge	

Lump Sum Option B

Cameras

Newport/Pell Bridge

Camera #	Camera Type	Location	Comments
14	Dome PTZ	West Sign Structure 2	Mounted on overhead sign structure
15	Dome PTZ	East Sign Structure 1	Mounted on overhead sign structure
16	Dome PTZ	East Sign Structure 2	Mounted on overhead sign structure

Lump Sum Option C

Alarms

Newport/Pell Bridge

Quantity	Type	Location	Comments
2	Door Contact	West Tower (Pier 1W) - Door 2,3	Catwalk (2)
2	Door Contact	East Tower (Pier 1E) - Door 2,3	Catwalk (2)
4	Door Contact	West Anchorage (Pier 4W) - Door 1,2,3,4	
4	Door Contact	East Anchorage (Pier 4 E)- Door 1,2,3,4	

Mt. Hope Bridge

Quantity	Type	Location	Comments
4	Door Contact	North Anchorage (Pier 23) - Door 3,4,5,6	
2	Door Contact	South Anchorage (Pier 14) – 3,4	

- 1.) Network Camera specifications.
 - a.) All cameras will be network (IP) based and integrated and networked into the PSCN.
 - b.) Camera types:
 - The dome PTZ (Pan/Tilt/Zoom) camera will be the AXIS Communications model Q6032 or its equivalent.
 - The fixed camera will be the AXIS Communications model M3113-VE (with weather shield) or its equivalent.
 - The box PTZ camera will be the PELCO Esprit series model ES31CBW35-2N or ES31CBW35-5N (depending length of power run) or its equivalent.
 - 2.) Sensor/Alarm component specifications.
 - a.) The system will entail the installation of security door contacts on those identified doors/hatches on the bridge structures. These door contacts will meet NEMA 4X specifications.
 - b.) The sensor/alarm will be integrated and networked into the Port Security Common Network (PSCN).
 - c.) The alert notification for this system will entail at least a web base, text and email alerts.
- B. An uninterruptible power supply (UPS) will be installed as part of this project.
- 1.) For the Mt. Hope Bridge network, a UPS supply of at least 750 VA will be installed.
 - 2.) For the Newport/Pell Bridge network, a UPS supply of at least 3000 VA will be installed.

1.4 Installation requirements.

- A. The manner of installation of the cameras and associated hardware will depend on their location.
 - 1.) Installation of the cameras and associated hardware will utilize stainless steel unistrut, rigid piping, clamps and/or brackets for steel structures.
 - 2.) Installation of the cameras and associated hardware on concrete surfaces will use stainless steel fasteners and stainless steel brackets.
 - 3.) Those camera support platforms that are attached to steel structures will be painted the color that matches that particular bridge.
 - 4.) An anti-oxidant lubricate/compound will be used on all fasteners.
- B. The installation of the sensor/door contacts will utilize stainless steel fasteners.
 - 1.) An anti-oxidant lubricate/compound will be used on all fasteners.
- C. All electrical wiring and cabling will meet industry code.
 - 1.) Proper conduit will be utilized for electrical cabling when required.
 - 2.) Fiber optic cabling will be enclosed in the appropriate conduit such as Liquid Tight or similar conduit.
- D. Enclosures/boxes that are utilized to contain the system wiring/components will meet NEMA standards. Enclosures/boxes that are located inside the bridge structure will meet NEMA 3X specifications and those located outside exposed to the weather will meet NEMA 4X specifications.

1.5 Back ground Investigations

- A. For each individual to include subcontractor employees, assigned to physically perform work on the Newport/Pell and Mt. Hope Bridges as part of this project, the Contractor shall provide the Authority with a National Background Criminal Investigation (BCI) Report. This report shall include Social Security Number verification. For the BCI Report, the Contractor may use an internet-based background check service.
- B. The results of these reports shall be made available to the Authority and their designated representative, for review, no less than two (2) weeks prior to individual's proposed presence on site. The Authority reserves the right to refuse individuals, who may pose a security risk, from working on the project site based on the findings in the reports.

1.6 Access to Bridge and Operation Procedures

- A. The Contractor shall forward to the Authority for review the schedule for the week on what bridge(s) will be worked on, the areas of the bridges to be accessed, the names of the individuals to perform the work and what type of

work is to be performed. This schedule shall be forwarded one week in advance.

- B. To ensure strict access control to the Newport Pell and Mt. Hope Bridges, the Contractor shall adhere to the following procedures for each day that work is performed:
 - 1.) At the beginning of the day, a prior approved criminal background checked individual shall respond to the Plaza Operations supervisor's office at the Authority's administrative building in Jamestown to obtain keys to access the specific bridge.
 - 2.) The individual shall advise the Plaza supervisor /Authority representative what areas of the bridge that work will be performed on as well as names of those workers who will be accessing the bridge.
 - 3.) At the end of the day the bridge access keys will be returned by a prior approved criminal background checked individual.

- C. If in the course of the work being performed on the bridge there is an emergency, incident or suspicious activity observed, the Plaza Operations supervisor's office will be notified (423-0803) so the proper notification and/or response can be coordinated.

1.7 Traffic Control

- A. It is anticipated that at times traffic lane closures and personnel and equipment drop-offs will be required to complete the contract. For those times that a lane closure is required, the Contractor shall ensure seek prior permission from the Authority to do so. The work shall consist of providing for the safe and convenient passage of vehicular traffic.

- B. To maintain traffic services uninterrupted, the Contractor shall:
 - 1.) Submit and obtain acceptance from the Authority, for a Traffic Control Plan. The Plan shall generally include provisions for maintaining traffic and schedule of requested lane closures. The Plan shall be prepared and shall bear the raised seal of a registered, licensed Professional Engineer in the State of Rhode Island. A Competent Traffic Control Coordinator shall be designated by the Contractor. Such a person shall be fully responsible for all traffic control issues. The Traffic Control Coordinator be accessible by phone on 24 hours per day, 7 days per week.

 - 2.) Typically, one-lane closures shall only be permitted on weekdays during the hours of 9:00 AM through 3:00 PM, Monday through Thursday, and 9:00 AM through 1:00 PM, on Fridays, with no delay in opening the lane at 3:00 PM on Monday through Thursday or at 1:00 PM on Fridays. In the Traffic Control Plan, the Contractor shall also indicate all the traffic

control devices used along with flaggers to maintain the traffic during one lane closure. The Plan shall indicate compliance with MUTCD.

- 3.) The Plan shall address at a minimum the following items:
 - a.) Lane closure schedule by location, Northbound, Westbound etc.
 - b.) Length of work zone required.
 - c.) Lay-down and pickup procedure for traffic control devices.
 - d.) Equipment / worker delivery and pickup procedures.
 - e.) Sign installation procedures.
 - f.) Contact list and emergency numbers.
 - g.) Whether cones or drums will be utilized.
 - h.) For the Mt. Hope Bridge, a coordination protocol to be established with the Authority, the local police departments on each side of the bridge and other agencies as necessary
 - i.) Note that no weekend work is permitted without prior approval. In extenuating circumstances, one-week notice would be required to obtain approval.
 - j.) Provide a layout with distances of the locations of signs, channelizing devices, etc. Flagger(s) position shall also be indicated.
 - k.) Drawings are to be on the Contractor's border, as originators of the Traffic Control Plan

- 4.) The Contractor shall be responsible for providing adequate safeguards, safety devices (arrow board and attenuator), flagger(s), protective equipment, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the Contract. For lane closures on the Mt. Hope Bridge, flaggers will be required to have continuous contact with one another using two-way radios.

Flagging, signs, and all other traffic control devices furnished or provided need to be in good condition and shall conform to the standards established in the latest adopted edition of the "Manual on Uniform Traffic Control Devices" (MUTCD) published by the U.S. Department of Transportation, as applicable. Copies of MUTCD may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402.

Requirements for the Network Connectivity:

The Ocean State Higher Education Assistance Network (OSHEAN) will provide network connectivity to carry all cameras and sensors/alarms that are part of the Expansion (PSCN-2) and existing systems (PSCN-1). OSHEAN will provide connections between 235 Promenade Street in Providence (Lighttower space) to CCRI Newport Campus, as well as between 235 Promenade Street to URI Bay Campus in Narragansett via OSHEAN's Beacon 2.0 fiber network. OSHEAN will provide a total of 1 Gbps of bandwidth service, that can be aggregated from up to four different connections, at **\$2,000 per month.**

Additional requirements include:

- **Cabinet: use of existing PSCN cabinet – no fee**
- **Electrical Power: Is suitable for the upgraded server**
- **UPS: to be provided by vendor**
- **Term: Three years of service shall be provided to include the recurring OSHEAN fees, as well as the O&M services described in Section A-3.**

INSTRUCTIONS and NOTIFICATIONS to OFFERORS:

- Potential Offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractors(s) proposed to be used are identified in the proposal.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation (a corporation without a Rhode Island business address) shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the selected vendor(s).

PROPOSALS MUST INCLUDE THE FOLLOWING:

- A completed and signed RI VIP generated bidder certification cover form (downloaded from the RI Division of Purchases Internet home page at <http://www.purchasing.state.ri.us>)
- Identification of the project team and team organizational chart
- A listing and description of projects the firms(s) have been responsible for demonstrating the firm's ability to perform all aspects of the Project.
- References to be contacted that can verify the information provided in the area of projects performed, project performance, management of budget/cost, schedule, and quality of deliverables.
- Copies of all documentation which demonstrate the firm(s) has the legal ability to perform the services in the State of Rhode Island, described generally heretofore.
- Most current Federal Forms SF-254 and SF-255.
- A schedule to bring the project from Award through commencement of operating the network system.
- Demonstration of the financial capacity of the firms(s) ability to undertake and complete the Project.
- Demonstrate the ability to deliver a performance bond for the Project.
- Certificate of Good Standing from the Rhode Island Division of Taxation for each firm identified in the proposal.

- A listing of all current and ongoing contracts between and/all firms proposing and the Corporation, the Team or the State of Rhode Island.
- A disclosure of all outstanding financial obligations with the State of Rhode Island for any of the firms included in the proposal.
- A completed and signed W-9 Taxpayer Identification Number and Certification Form, which may be downloaded from www.purchasing.state.ri.us

1. Proposal Submissions

- All Proposals shall be submitted on the separate proposal form within the documents and shall be subject to all requirements of the Proposal Documents. Erasures or other changes must be explained or noted over the signature of the Proposer.
- All Proposers must submit five (5) sets of completely executed proposal forms and documents** to the RIEDC.
- Proposals submitted shall be delivered to said RIEDC and shall be enclosed in outer and inner envelopes, both of which shall be sealed and clearly labeled with the following:
 - Proposal
 - RIEDC's Name
 - Project Name
 - Proposer's Name & Address
- The RIEDC requires compliance forms hereto attached.
- The Contract will be based upon completion of the work according to the Proposal Documents, together with all addenda thereto issued.

2. Receiving and Modification of Proposals

- Proposals received prior to the time established herein for the receipt and opening of same, will be securely kept, unopened. The officer whose duty it is to receive and open all Proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a Proposal not properly addressed and identified.
- Faxed Proposal documents will not be considered. A modification by faxed of a Proposal already submitted to the RIEDC, will be considered only if, prior to the time Proposals are due, such faxed modification is received and a written confirmation of it, signed by the Proposer, is deposited in the United States Mail prior to the time Proposals are due.
- Proposers are cautioned to allow ample time for transmittal of Proposals by mail or otherwise.

3. Withdrawal of Proposals Before Date of Proposal Opening

A Proposal may be withdrawn on written or faxed request, dispatched in time for delivery in the normal course of business, prior to the time Proposals are due.

4. Interpretations or Correction of Proposal Documents

- No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Every request for such an interpretation shall be made in writing by a Proposer and forwarded to the E-mail or Fax listed on page 1, and by the deadline for questions identified on page 1.

- B. No inquiry, received within up to five (5) business days of the date proposals are due will be given consideration.
- C. Any interpretation, correction or change of the Proposal Documents will be made in the form of an Addendum to the Documents. Said addendum will be sent as promptly as is practicable to all Proposers to whom the Proposal Documents have been issued. All such addenda shall become a part of the Contract Documents. If an addendum is required it will be issued no later than up to five (5) business days prior to the date Proposals are due.

5. Withdrawal of Proposal

Proposals shall be acceptable for a period of up to ninety (90) days from the date Proposals are due and may be accepted by the RIEDC at any time within such period or thereafter unless withdrawn or revoked by the undersigned after the expiration of said period of up to ninety (90) days.

6. Prevailing Wages

State prevailing wage rates are not required under this funding source, however, if the RIEDC or the type of activity is subject to prevailing wage requirements by federal or state laws, the more stringent requirements shall apply.

7. Representation and Qualification of Proposer

As an inducement to the acceptance of this proposal, the undersigned represents that the undersigned has the organization, adequate equipment and proper facilities to perform the services and work agreed to be performed hereunder: that the undersigned is duly authorized by law to perform such services and work.

8. Liquidated Damages

Liquidated damages for each additional day beyond the time agreed for completion of the contract will be assessed against the contractor. The contractor and his sureties shall be liable for and shall pay to RIEDC penalties for not completing the project by the assigned due date are the sum of Five Hundred (\$500) per calendar day until satisfactory completion of the contract work.

9. Non-Discrimination

No employee or applicant for employment, qualified by training and experience for work to be performed under this contract, shall be discriminated against in such employment by reason of race, creed, color, national origin or political affiliations. The undersigned shall include the foregoing provision in all subcontracts for any part of the work to be performed hereunder.

10. Workers' Compensation and Employers Liability Insurance

The Proposer shall carry Workers' Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Proposer's contract is sub-let, the Proposer shall require his subcontractor(s) to maintain this insurance for all of the subcontractor's employees.

11. Insurance Coverage Requirements

The Contractor must carry the insurance coverage as indicated in the following schedule:

- A. Workers' Compensation and Employers Liability Insurance:
 Bodily injury by accident at \$100,000-each accident
 Bodily injury by disease at \$100,000-each employee
 Bodily injury by disease at \$500,000-policy limit
- B. Comprehensive General Liability with Non-owned and Hired Auto Endorsement and Broad Form CGL Endorsement and RIEDCs and Proposer's protective - coverage amount \$1,000,000 CSL.
- C. Commercial Auto Liability Coverage (owned vehicle) - coverage amount \$1,000,000
- D. The RIEDC and the RI Turnpike and Bridge Authority (RITBA) must be listed as additional insured on all required insurance coverage. In the required Certificate of Insurance under the "Description of Operations" area, the additional insured box must be checked off. The "Description of Operations" space must contain the name of the project and title of work. The certificate holder shall be the RIEDC and the RITBA. If the above-described policies are modified, not renewed or cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders.

12. Qualifications of Proposer

The Proposer must prove, to the satisfaction of the RIEDC, that he has the organization and equipment to faithfully perform the work under the terms of the Contract Documents. Further, the RIEDC reserves the right to request additional information that it deems to be in its best interest after receipt of proposals.

13. Nondiscrimination and Small/ Minority/ Women-Owned Businesses

The Proposer is required to make a good faith effort to employ minority and women-owned businesses as sub-contractors and suppliers of materials on projects in compliance with Rhode Island law.

14. Acceptance of Proposal

This proposal, when accepted by the RIEDC and when a notice of such acceptance is mailed to the undersigned, shall constitute a binding agreement between the undersigned and the RIEDC to enter into an agreement upon the foregoing terms and conditions. Such agreement shall not be assigned in whole or in part by the undersigned.

15. Award of Contract and Contractor Certification Requirements

- A. The contract award shall be made to the responsible Proposer whose Proposal is most advantageous to the RIEDC. The RIEDC, however, reserves the right to reject any and all Proposals and to waive any informality in Proposals received when such rejection or such waiver is in the best interest of the RIEDC.
- B. Prior to the execution and award of the contract, the Contractor and subcontractors, if any, must provide documentation to demonstrate compliance with the licensing provisions of RI General Statutes.
- C. Prior to the execution and award of the contract, the Contractor must provide documentation of its Certificate of Registration by the State of RI, and the Certificate shall not be expired, revoked or suspended.

PROPOSAL EVALUATION

This section describes the criteria and process to be used by the RIEDC and its partner agencies in evaluating proposals received in response to the RFP.

A. MINIMUM CRITERIA

1. The proposer has been in the business of providing comprehensive safety and security systems and planning services for a minimum of five (5) years and has not been prevented from participation in DHS Funded projects.
2. The proposer is able to provide the necessary staffing and services in meeting the requirements detailed in this RFP.
3. The proposer must name the individuals who will be assigned to the project and the roles they will play.
4. The proposer will assign to the project one primary staff or project manager, with a minimum of ten (10) years' experience.
5. Proposer shall carry certifications of training in all systems proposed.

B. COMPARATIVE CRITERIA

For each comparative evaluation criteria, a weighted scale based on points will be assigned. The RIEDC will then assign a composite rating to the entire proposal.

1. Demonstrated Understanding of the Scope of Services

(25 points maximum): A proposal that includes a plan of services that demonstrates a complete and comprehensive understanding of the scope of work.

2. Experience

(20 points maximum): A proposer with 10 or more years experience

3. Demonstrated Knowledge of how to implement

(15 points maximum): The proposer has identified named staff that has exceptional knowledge of how to successfully implement the project.

4. References

(10 points maximum): The proposer has three (3) excellent references

5. Budget and Non-Federal Share Matching requirements

(30 points maximum): Low Budget and non-Federal share Matching requirements

Clarification

- Per PSGP Investment Justification Template, proposer shall identify a “matching cost sharing” (cash or in-kind) for the present project at up to 20 percent of the total project cost.
- Cash and in-kind matches must consist of eligible costs (i.e. purchase price of allowable contracts equipment). As well as cash spent for project-related costs.
- An in-kind match includes the valuation of in-kind donated equipment cost and/or services.
- In-kind matches may not be used to meet matching requirements for any other Federal grant program.

Proposed Investment	Total	Match	Grand Total
		20% Cash	\$
		20% In-kind	\$
Installation Subtotal	\$	\$	\$
System Training and Certification Subtotal	\$	\$	\$
Total	\$	\$	\$

AWARD OF CONTRACT

1. RIEDC reserves the right to award the contract to the proposer whose proposal is determined by the RIEDC in its sole judgment to be the most advantageous proposal at the most reasonable cost.
2. Should the selected finalist fail to enter into a contract with RIEDC within thirty (30) days after completion of the evaluation process, the RIEDC reserves the right to award the contract to the next most advantageous proposal. In the alternative, RIEDC may choose to reissue the RFP.

PROPOSAL FORM

Proposer: _____

Address: _____

City/Town: _____ **State:** _____ **Zip Code:** _____

Phone #: _____ **Fax #:** _____

Email: _____

1. The undersigned, having familiarized himself/herself with the conditions presented and carefully examined all Proposal Documents that affect the cost of the work for:

as prepared for _____
 (Project(s) Name)

The undersigned hereby proposes to furnish all labor, materials, tools and equipment required for the above described work, all in accordance with the Proposal Documents, for the total price of: _____ Dollars (\$_____)

Proposed Investment	Total	Match	Grand Total
		20% Cash	\$
		20% in-Kind	\$
Total	\$	\$	\$

2. The undersigned agrees that, if he/she is selected, he/she will, within seven (7) business days, Saturday, Sunday and legal holidays excluded, after presentation by the RIEDC, execute a written agreement in accordance with the terms of these Proposal Documents.
3. The undersigned agrees to commence the work on a date to be specified in the contract and agreed upon by these parties and to complete such work within three months of consecutive business days.

4. The undersigned further proposes and agrees that should the amount of work required be increased or decreased by a request of the RIEDC, the following Supplemental Unit Prices will be the basic prices for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, related bonding costs, etc., if required, incidental to the completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the RIEDC or Consultant.

The RIEDC reserves the right to accept, reject or negotiate Supplemental Unit Prices. Supplemental Unit Prices for add alternates shall include undersigned's overhead and profit and deduct alternates shall be the add price less ten (10%) percent.

5. The undersigned hereby acknowledges receipt of the following Addendums to Proposal Documents and that all associated costs thereto are included in the Total Proposal Price.

Addendum #	Dated:	—
Addendum #	Dated:	—
Addendum #	Dated:	—

6. In submitting this Proposal, it is understood that the RIEDC reserves the right to reject any and all Proposals. Further, it is agreed that this Proposal shall be open to acceptance for a period of up to ninety (90) days from the Proposal due date or until the next work day immediately following said period if such period ends on a weekend or a State holiday.

Date:
Firm Name:
Address:
Phone #:
Email:
Authorized Signatory
Print Name
Title:

CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____ in the year 2013; by and between _____, hereinafter called the “Contractor” and the Rhode Island Economic Development Corporation, hereinafter called the “RIEDC”.

WITNESSETH, that the Contractor and RIEDC, in consideration of mutual agreements stated herein, agree as follows:

Statement of Work

The Contractor shall furnish all labor, materials, tools and equipment and perform all work required which consists of:

_____ at _____ located in the _____
 (Project Name)
 of _____ RI, in connection therewith, all in strict accordance with the Proposal Documents dated _____.

Completion Schedule

The work shall be started _____, _____ and the entire project shall be completed within _____ consecutive calendar days.

Contract Price

RIEDC shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, for a total contract price of:

_____ Dollars \$ _____.
 (Word) (Figures)

Alterations

The following changes were made in the proposal before this Contract was signed by the parties hereto, including supplemental unit prices from proposal form submitted by the Contractor.

IN WITNESS WHEREOF,

Date:	
Firm Name:	
Address:	
Phone #:	Email:
Authorized Signatory /Title:	

Date:
William J. Parsons, Managing Director
Authorized Signatory/Title:
Rhode Island Economic Development Corporation: 315 Iron Horse Way, Suite 101, Providence, RI 02908. Tel. 401.278.9100 / Fax 401.273.8270

GENERAL CONDITIONS

1. **Payments:** The Contractor shall be paid as outlined in the contract. Each periodical estimate for partial payment shall include up to ninety percent (90%) for articles delivered and accepted or services rendered, less deduction, if any, as herein provided. In making such partial payments for the work, there shall be retained ten percent (10%) of the estimated amount of work done until ninety-one (91) days after the final completion and acceptance of work covered by contract. The balance shall be withheld until all punch list items, except lawns and planting, have been completed or ninety-one (91) days after the Certificate of Completion and Acceptance has been issued and the Contractor has submitted all warranties and construction closeout documents to the Consultant and or RIEDC whichever is later.
2. **Performance and Acceptance of Work:** All work required hereunder shall be performed as promptly as possible, and such work shall be subject to approval and acceptance by the RIEDC, but such approval and acceptance shall not relieve the undersigned from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the undersigned on demand, without cost to the RIEDC. The undersigned will abide by and carry out, without additional charge, such reasonable directions or requests as the RIEDC may from time to time given or make relative to the manner of performance of such work hereunder and upon completion of the work, leave the project free from any liens and/or charges arising out of the performance of this contract.
3. **Changes:** In accordance with the RIEDC's approved budget, RIEDC may at any time by written order and without notice to the sureties, make changes in the Drawings or Specifications, if any, of this contract and within the general scope thereon, if such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted within ten (10) days from the date the change is ordered unless the RIEDC waives the prompt receipt of the claim in writing.

The RIEDC further reserves the right to make alterations in the form or quantity of the work herein contemplated, either before or after commencement of the work. If such alterations diminish the quantity of the work done, they shall not constitute a claim for damages or for anticipated profits on the work dispensed with, or affect the prices for various classes of work remaining. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price or prices for the various classes of work, or if not susceptible of classification, the price or prices shall be agreed upon in writing in advance, and in case of failure to so agree, the Contractor shall do the work as aforesaid as extra work.

4. **Changed Conditions:** Should the Contractor encounter, or the Consultant and or RIEDC discover, during the progress of the work, conditions at the site materially differing from those indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in Specifications, the attention of the Consultant and or RIEDC shall be called immediately to such conditions before they are disturbed. The Consultant and or RIEDC shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified to provide for any increase or decrease in cost, or difference in time resulting from such conditions.

- A. Except for minor modifications in the work not involving extra cost or additional time, and not inconsistent with the purposes of the Project; and except in an emergency endangering life or property, no extra work shall be ordered, and no change in the Drawings and Specifications shall be made, unless in pursuance of a written authorization from the RIEDC, and countersigned by the Consultant, if any. No claim for an addition to the Contract amount shall be valid unless so ordered.
 - B. The Contractor promptly upon request shall supply detailed estimates and proposals for changed or extra work. The value of the change or extra work which is to be ordered shall be determined by the RIEDC and their Consultant prior to the issuance of the order, and shall be based upon one of the following methods:
 - 1. By ascertaining the number of unit quantities of each part of the work which is changed, and multiplying the ascertained number of such unit quantities by (a) the unit prices given in the Contract, or (b) by an equitable price if none is provided in the Contract.
 - 2. By ordering the Contractor or proceed with the work, and to keep and present, in such form as the Consultant and or the RIEDC may direct, a correct account of the cost of the extra or changed work, together with all vouchers therefore. Overhead and Profit will only be allowed on the total net additional quantities of each item in the cost breakdown after the deduction of credit items at Contractor's cost.
 - C. For work performed by the General Contractor, the cost of may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost of the work.
 - D. For work performed by a subcontractor, the cost to may include the net cost to the Subcontractor, plus an allowance not to exceed fifteen percent (15%), for his overhead and profit plus an allowance not to exceed seven and one-half percent (7 1/2%) for the General Contractor's overhead and profit.
 - E. "Net Cost" as used herein may include all items of labor and materials, the use of power equipment, power, premiums on Public Liability and Workmen's Compensation Insurance, Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credit shall be computed at net cost. Among the items to be considered as overhead are insurance other than as mentioned above, bond or bonds, supervision, superintendents, foremen, timekeepers, clerks, watchmen, use of small tools, incidental job burdens and that portion of general office expense applicable to each Change Order.
5. Cancellation: The RIEDC may at any time at its discretion cancel the contract, in whole or in part, by sending the Contractor a written notice terminating his right to proceed with all or any portion of the work, specifying the effective date of such termination. If the cancellation occurs by reason or any default or delay of the Contractor, RIEDC may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the RIEDC for any excess cost occasioned to RIEDC thereby. The Contractor shall be entitled to receive payment under the contract for any portion of the work completed on or before the effective date of termination, and then or thereafter accepted by RIEDC, and shall be reimbursed that portion of his additional expenditures for labor and materials which RIEDC finds to be of benefit to the project. If the cancellation is for the convenience of RIEDC and not because of the Contractor's default or delay, he shall be entitled to receive compensation under the contract for all work completed and accepted, plus

an equitable adjustment for additional work performed up to the effective date of cancellation.

6. Equal Employment Opportunity and Non-discrimination:

- a. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States and of the State of RI.

The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of Subcontractors, or in the procurement of materials, equipment or services.

- b. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.
- c. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities.
- d. The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities, advising the labor union or workers' representative of the Contractor's commitments under paragraphs 6A through H, and to post copies of the notice in conspicuous places available to employees and applicants for employment, including posting on the project site.
- e. In all pre-contractual contacts between Contractor and any Sub-contractor or Supplier either for work to be performed under a sub-contract or for the procurement of materials, equipment or services, each Sub-contractor or Supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and each Sub-contractor or Supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.
- f. All records must be retained for a period of three years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the RIEDC. The RIEDC may conduct an audit of the financial records

of any small Contractor(s) or Minority Businesses(s) which applies for or is awarded a set-aside contract for the purpose of determining eligibility for awards or compliance with the set-aside requirements.

- g. Whenever the RIEDC has reason to believe that a Contractor or Sub-contractor awarded a set-aside contract has willfully violated any provision of this section, the Department may send a notice to such Contractor or Sub-contractor by certified mail, return receipt requested. Such notice shall include: a) a reference to the provision alleged to be violated; b) a short and plain statement of the matter asserted, c) the maximum civil penalty that may be imposed for such violation; and d) the time and place for the hearing.
 - h. Nothing contained herein is intended to relieve any Contractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of its Contract on this project.
7. Intent:
- A. It is understood that any work not specifically mentioned but which is incidental to the completion of any part of the work will be considered a part of this Contract.
 - B. All work is to be performed according to the best practices of the trade and all building permits are to be obtained by the Contractor prior to commencing work.
 - C. The workmen employed by the Contractor shall be suitably skilled to perform the work involved.
 - D. All work and materials to be the best of their kinds and subject to the approval of the Consultant and or the RIEDC and must meet all codes, regulations and applicable standards and testing criteria.

8. Examination of Site, Etc.:

Each Proposer shall visit the site of the proposed work and fully acquaint himself with the conditions, as they exist. He/she should then fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Proposers shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Proposer to examine any form, instrument, addendum or other document, or to visit the site and acquaint him with conditions there existing, shall in nowise relieve said Proposer from any obligation with respect to his Proposal price. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

9 Guarantee:

Contractor shall guarantee all parts of his work both as to materials and workmanship for a period of one year from date of acceptance by the RIEDC. The RIEDC will hold performance security for a one year guarantee period. The Contractor or his sureties shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance. The date

of final acceptance shall be established by a written notice of final acceptance of all work under the contract issued by RIEDC to the Contractor.

10. Warranty:

The Contractor shall furnish the RIEDC with the manufacturer's warranty for all items connected to the Contract.

11. Cleaning Up in General: Remove all waste and other material on a day-to-day basis. On completion of all work, Contractor shall be responsible for the overall cleaning as a result of the work of each unit worked in. Removal of waste material shall be as directed by the Specifications and or the RIEDC.

12. Work Schedule: The Contractor shall provide a work schedule to the Consultant and RIEDC for approval prior to commencement of the work. Work shall be performed during regular and normal work hours of the RIEDC.

A. Permits: Unless otherwise provided in the bid/contract documents, the Contractor shall obtain and pay for all construction and other permits, licenses and inspections necessary for proper execution and completion of the Contract. The RIEDC shall assist the Contractor as required in obtaining permits and licenses. The Contractor shall include the cost for all necessary permits, licenses and inspection fees in their bid, which might otherwise be charged by any city or municipality, or any of their departments or agencies.

B. If the Contractor desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or RIEDC.

C. The Contractor and the surety shall indemnify and save harmless the RIEDC and RITBA, for any costs, expenses, and damage which it may be obliged to pay by reason of any infringement at any time during the prosecution or after the completion of the work.

13. Shop Drawings:

A. The Contractor shall forward with a transmittal letter, five (5) prints of each shop drawing.

B. The Contractor shall upon request of the Design Consultant be requested to submit samples and all requested data for proposed material or equipment that deviates from the Specifications and Drawings. The Contractor also shall submit samples and data of specified materials or equipment to the Design Consultant for evaluation.

C. No work shall be fabricated or installed by the Contractor until final approval has been given.

14. Assurance of Governmental Approvals and Licenses.

The Contractor has obtained and, to the best of its knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by the Contractor for the Project.

15. Workers' Compensation and Employers Liability Insurance per RI Law:

The Proposer shall carry Workers' Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Proposer's contract is sub-let, the Proposer shall require his subcontractor(s) to maintain this insurance for all of the subcontractor's employees.

16. Execution of Contract; Performance Bond, Labor and Material Payment Bond; Completion Assurance Agreement

The successful Proposer shall execute the contract with the Owner in the form outlined in the Proposal Documents and in such number of counterparts as said Owner may request.

The successful Proposer shall furnish Performance and Payment Bonds in the penal sum of one hundred percent (100%) of the total amount of the contract. Said bonds shall be in the form outlined in the specifications, and must be from a surety company with a B+ or better rating by Best and licensed to do business in the State of RI.

A Completion Assurance Agreement with a Letter of Credit may be accepted in lieu of Performance and Payment Bonds. The Proposer and Owner will sign a Completion Assurance Agreement. Said agreement will clearly explain the duties and responsibilities of all parties to the agreement and set the requirements for establishing a Completion Assurance Fund. The Completion Assurance Fund will be in the form as outlined in the Proposal Documents and issued to the owner as obliges.

The Letter of Credit in a form outlined within the Proposal documents, satisfactory to the Owner and the RI Economic Development Corporation, shall be in an amount equal to ten percent (10%) of the contract amount for contracts less than one hundred thousand dollars (\$100,000) or twenty percent (20%) of the contract amount for contracts over one hundred thousand dollars (\$100,000). The Letter of credit shall be retained for one year from the date of the Certification of Completion.

17. Indemnification:

Contractor shall and hereby agrees to indemnify, defend, and hold RIEDC and RITBA, and their agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by Contractor of the terms, conditions, and covenants of this Agreement.

18. No Litigation Material to Project:

Except as disclosed to and approved by RIEDC in writing, there is no action, proceeding, or investigation now pending, or any basis therefore known or believed to exist by the Contractor that questions the validity of this Agreement or of any action to be taken under this Agreement that would, if adversely determined, materially or substantially impair the Contractor's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on or impair the completion of the Project.

19. Governing Law:

Except to the extent preempted by applicable federal law, the laws of the State of Rhode Island shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement, without regard to conflicts of law principles.

INSTRUCTIONS FOR BONDS AND COMPLETION ASSURANCE AGREEMENT

1. The surety on the bond for any Proposal or for the performance of the contract must be any corporation authorized and qualified to act as surety in the State of RI.
2. The full name and residence of each individual party to the bond shall be inserted in the body thereof; and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if he signed in Maine, Massachusetts or New Hampshire, an adhesive seal shall be affixed opposite the signature.
3. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
5. If the principal is a corporation, the name of the state in which said firm is incorporated shall be inserted in the appropriate place in the body of the bond; and said instrument shall be executed and attested under the corporate seal as indicated on the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing. The secretary or assistant secretary, under the corporate seal, shall duly certify these copies as true copies.
7. The date of the bond must not be prior to the date of the instrument for which it is given.
8. All bonds must be from a surety company with a B+ or better rating by Best and licensed to do business in the State of RI.
9. The Letter of Credit issuer must be licensed in the State of RI and have at the time of issuance, replacement, substitution, or renewal, one of the following ratings:
 - A. Standard & Poor's - AAA, AA, A
 - B. Moody's - Aaa, Aa, A
 - C. Keefe, Bruyette & Woods - B or better
 - D. LACE - B or better

- a. The issuer's rating is subject to review for compliance with above rating standards at any time during the term of the Letter of Credit. The issuer's rating will be verified upon each extension or renewal but not less than annually. The letter must be irrevocable, transferable without fee, permit multiple draws, be governed by RI law and subject to Uniform Customs and Practices for Documentary Credits.
- b. A Letter of Credit will be automatically renewable unless 60 days prior to the expiration, the Owner is informed in writing that the Letter will not be renewed. Failure to renew a Letter of Credit at least 30 days prior to expiration will be an event of default and the Letter of Credit may be called. Failure to maintain a Letter of Credit in the amount pledged will be an event of default. Written notice of non-renewal of the LOC must be sent by certified mail, return receipt requested.
- c. The Letter of Credit shall be retained for one year from the date of the Certification of Completion.

PERFORMANCE BOND
Know all men by these presents

THAT _____ of the
Town of _____, County of _____
and State of _____, as Principal (hereinafter called the Principal), and
_____ (a surety company authorized to
transact business in the State of RI), as Surety called the Surety), are held and firmly
bound unto the _____ (hereinafter called the "Oblige")

(Legal Title of Owner)

in the full penal sum of _____ (\$ _____)
Dollars lawful money of the United States, to be paid to said _____.

(Legal Title of Owner)

To the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this _____ day of _____ A. D. _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Oblige, to be dated the _____ day of _____ A. D. _____, which written contract shall provide for the following work:

Which contract, including any, hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Oblige for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

The Principal, Owner and Surety hereby designate the RI Economic Development Corporation an obligee to this Bond.

Any such extension, modification or any forbearance on the part of either the Oblige or the Principal, one to the other, shall not in any way release the Principal and/or the Surety, their heirs, executors, administrators, successors or assigns from liability hereunder, notice on the Surety of any such extension, modification, alteration or forbearance being hereby specifically and absolutely waived.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witnesses as to Principal

By: _____
Principal

Witness as to Surety

By: _____
Its Attorney in fact

LABOR AND MATERIAL BOND
Know all men by these presents

THAT _____ of the
Town of _____, County of _____
and State of _____, as Principal (hereinafter called the Principal), and
_____ (a surety company authorized
to transact business in the State of RI), as Surety called the Surety), are held and firmly
bound unto the _____ (hereinafter called the "Oblige"

(Legal Title of Owner)

in the full penal sum of _____ (\$_____) Dollars
lawful money of the United States, to be paid to said _____.

(Legal Title of Owner)

To the which payment well and truly to be made and done, the said Principal binds
himself, his heirs, executors, administrators and assigns (or itself, its successors and
assigns), and the said Surety binds itself, its successors and assigns jointly and severally
firmly by these presents.

Signed, sealed and delivered this ____ day of _____ A. D. _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Oblige, to be
dated the _____ day of _____ A. D. _____, which written
contract shall provide for the following work:

Which contract, including any, hereafter made extension, modification or alteration
thereof, is hereby referred to, incorporated in and made a part of this bond as though
herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute
all the terms, conditions and stipulations of said contract, as it may be extended, modified
or altered, according to its provisions on his or its part to be kept and performed or shall
indemnify and reimburse the Oblige for any loss that it may suffer through the failure of
the Principal to faithfully observe and perform each and every obligation and duty
imposed upon the Principal by the said contract, as it may be extended, modified or
altered, at the time and in the manner therein specified, then this obligation shall be null
and void, otherwise it shall remain and be in full force and effect. Any suit under this
bond must be instituted before the expiration of one (1) year from the date on which final
payment under the contract falls due.

The Principal, Owner and Surety hereby designate the RI Economic Development Corporation an obligee to this Bond.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefore, may bring a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or sums as may be justly due.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witnesses as to Principal

By: _____
Principal

Witness as to Surety

By: _____
Its Attorney in fact

STATE OF RHODE ISLAND
Rhode Island Economic Development Corporation

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2013 by and between _____, a _____ having an office at _____ (hereinafter called the "Contractor"), and _____, a _____ having an office at _____ (here in after called the "Owner"), and Director of the RI Economic Development Corporation, whose principal office is 315 Iron Horse Way, Providence, RI (hereinafter with its assigns called the "Commissioner").

WITNESSETH

WHEREAS the Contractor and the Owner have entered into a Construction Contract dated _____, 2013, providing for the expansion of a VMS project as described in said Contract, said project being known as the Expansion of the Existing Legacy PSCN system, and a copy of said Contract being on file with the RI Economic Development Corporation, and

WHEREAS the rehabilitation of the said project is to be financed by a grant/loan made to said Owner by the Commissioner, pursuant to an Assistance Agreement between the Owner and the Commissioner, and

WHEREAS the Commissioner is unwilling to make advances of the grant/loan unless the Contractor shall first furnish proper assurance to the Owner and to the Commissioner for:

1. The performance of the obligations assumed by the Contractor under said Construction Contract;
2. The completion of said project in accordance with the drawings and specifications referred to in said Construction Contract, free and clear of any liens, claims or encumbrances whatsoever; and
3. The satisfaction of any loss, damage, or expense which the owner or Commissioner may suffer or sustain through the failure of the contractor to fulfill all obligations assumed under said Construction Contract.

NOW THEREFORE, in consideration of the mutual promises and undertaking hereinafter contained, the parties hereto on behalf of themselves, their successors or assigns respectively, undertake and agree that:

1. The Contractor has deposited with the Owner and the Commissioner, or if the owner and the Commissioner so elect, with a depository satisfactory to the Owner and the

Commissioner a Completion Assurance Fund (Hereinafter called the Fund) in the amount of _____ (\$ _____), which is equal to (10% or 20%) of the total amount of the Construction Contract to secure or indemnify the Owner and/or Commissioner, as the case may be, for any expenses, loss or damage suffered or sustained as the result of any default by the contractor in the performance of the construction Contract; it being understood and agreed that said Fund shall at all times be under control of the Owner and the Commissioner or their assigns and is deposited in the form of an unconditional renewable irrevocable Letter of Credit (attached hereto) issued to the Owner and the Commissioner, as dual obliges, by a banking institution satisfactory to the Commissioner.

2. The Owner and the Commissioner shall maintain such Fund as a separate trust account to be disbursed as follows:
 - A. To the Contractor or party making such deposit, during the course of construction, as may be deemed necessary by the Owner and the Commissioner and with their prior written approval.
 - B. To the Contractor or party making such deposit, the balance of such fund so deposited remaining upon completion of the entire project, as defined in said Construction Contract, and approval thereof by the Owner and the Commissioner or their authorized agent which sum is to be retained in such account for a period of one year from the date of certification of completion, said date to-be deferred by the Owner and the Commissioner. Said sum shall be held as a fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year after the date of the aforesaid certification of completion. Said sum may be used for the correction of such defects or damage in the event the Contractor fails to make such corrections. The Contractor's liability for such correction is not limited by the amount of such sum.
 - C. To the Owner and/or the Commissioner, the entire Fund or balance remaining therein the event of a default by the Contractor under the Construction Contract to be used by the Owner and/or the Commissioner to indemnify them for any loss, damage, or expense whatsoever which they may suffer by reason of the Contractor's failure to properly perform said Construction, Contract. In any event, any and all disbursements from said Fund shall be made only upon the prior written approval of the Owner and the Commissioner, or their authorized agent(s).
3. This agreement shall not alter or limit the obligations and liabilities of the Contractor under the Construction Contract, but shall be deemed to be merely additional security for the performance by the Contractor of the obligations there under.
4. It is understood and agreed that in the event the Fund is held by a depository other than the Owner or the Commissioner, that said depository is not charged with any

duty or responsibility to see to the performance of or compliance with any agreement between any of the parties hereto other than that of paying over said Fund as directed in writing by the owner and the Commissioner, nor to see to the application of said Fund after making disbursement as so directed.

IN WITNESS WHEREOF the parties hereto have duly executed these present the day and year first above mentioned.

ATTEST:

By: _____
(Contractor)

By: _____
(Owner)

RI Economic Development Corporation

By: _____
(Commissioner)