

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	FUTURE TECHNOLOGIES GROUP INC 2 BATTERYMARCH PARK STE 401 QUINCY, MA 02169 United States
--	---

MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number	3389081
Revision Number	3
Effective Period	01-SEP-2014 - 31-AUG-2017
Approved PO Date	30-AUG-2016
Vendor Number	35519-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---

Type of Requisition	IT PURCHASE
Requisition Number	
Change Order Requisition Number	1068
Solicitation Number	7548392
Freight	Paid
Payment Terms	NET 30
Buyer	Walsh, Gail
Requester Name	-
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

MASTER PRICE AGREEMENT #308

CHANGE TO PO #3389081 DATED 8/5/14

CHANGE EFFECTIVE PERIOD

FROM: 9/1/14 - 8/31/16

TO: 9/1/14 - 8/31/17

AGENCY CONTACT:

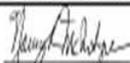
DEBRA ST. HILAIRE - (401) 462-4748

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


 Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....III

 PURCHASE ORDER STANDARD TERMS AND CONDITIONSIII

 TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIII

 MPA BID AWARD (STATEWIDE APPLICABILITY)III

 INSURANCE REQUIREMENTS (ADDITIONAL)III

 MULTI YEAR AWARDIII

 PURCHASE AGREEMENT AWARDIII

 AUTHORIZATION AND RELEASEIV

 BLANKET PAYMENTIV

 EQUAL OPPORTUNITY COMPLIANCEIV

 QUARTERLY REPORTSIV

 WAGE REQUIREMENTS - ADDITIONALIV

 CAMPAIGN FINANCE COMPLIANCEIV

 TERMS AND CONDITIONS OF PRICING AGREEMENTV

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the

American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

FUTURE TECHNOLOGIES GROUP INC
2 BATTERYMARCH PARK
STE 401
QUINCY, MA 02169
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number 3389081	Effective Period: 01-SEP-14 - 31-AUG-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 05-AUG-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor#: 35519	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

MASTER PRICE AGREEMENT #308

CONTRACT TERM:
9/1/14-8/31/16

WITH AN OPTION TO RENEW FOR UP TO THREE (3) ADDITIONAL ONE-YEAR RENEWALS.

IN ORDER TO PROVIDE SERVICES UNDER THIS MASTER PRICE AGREEMENT, VENDOR MUST BE IN COMPLIANCE WITH THE PROVISIONS OF RHODE ISLAND GENERAL LAW 5-70 - TELECOMMUNICATIONS.

PROVIDE TELECOMMUNICATIONS SERVICES PER ORDER OF PRECEDENCE AS FOLLOWS:

1. THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE (ATTACHED)
2. SUPPLEMENTAL AGREEMENT (ATTACHED)
3. RFP #7548392 AND ADDENDA 1-3 (INCORPORATED BY REFERENCE)
4. VENDOR'S COST PROPOSAL (ATTACHED)
5. VENDOR'S TECHNICAL PROPOSAL (INCORPORATED BY REFERENCE)

AWARDED CATEGORIES:
TELEPHONE SETS/EQUIPMENT

VENDOR CONTACT:
STEPHEN GILLIS
TEL: (617) 367-7474
EMAIL: SGILLIS@FTGTECHNOLOGIES.COM

STATE CONTACTS:
JACQUELINE DROUIN
TEL: (401) 462-5997
JACQUELINE.DROUIN@DOIT.RI.GOV

STATE PURCHASING AGENT
 Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

FUTURE TECHNOLOGIES GROUP INC
2 BATTERYMARCH PARK
STE 401
QUINCY, MA 02169
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number 3389081	Effective Period: 01-SEP-14 - 31-AUG-16

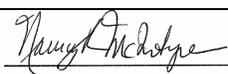
S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
---	--

Date: 05-AUG-14
Buyer: G Walsh
Shipping: Paid
Terms: NET 30
Vendor#: 35519

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
--	--

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

MAUREEN COLLARD
TEL: (401) 462-2940
MAUREEN.COLLARD@DOIT.RI.GOV

STATE PURCHASING AGENT
 Nancy R. McIntyre

STATE OF RHODE ISLAND - RFP - BID#7548392 - TELECOMMUNICATIONS SERVICES (MPA-308)

SUBMISSION DATE: FEBRUARY 25, 2014

BIDDER NAME: FTG TECHNOLOGIES

SECTION 7 - COST TABLES

SECTION 7.3 - TELEPHONE SETS/EQUIPMENT - COST TABLES

SECTION 7.3.1 - ANALOG 2500 SERIES TYPE BUSINESS SETS					
MANUFACTURER	PART NUMBER	DESCRIPTION	UNIT	UNIT COST	UNIT INSTALL COST*
CORTELCO	250000-VBA-20M	2500 ANALOG DESK TELEPHONE	EA	28.96	90.00
CORTELCO	255444-VBA-20M	2554 ANALOG WALL TELEPHONE	EA	36.59	90.00
AVAYA	108209016	2500 ANALOG DESK TELEPHONE	EA	55.30	90.00
AVAYA	108209040	2554 ANALOG WALL TELEPHONE	EA	79.80	90.00

*INSTALLATION INCLUDES ASSEMBLE, LABEL, CROSS-CONNECT, PLACE & TEST.

SECTION 7.3.2 - AASTRA (FORMERLY NORTEL) 8000 SERIES TYPE BUSINESS SETS					
MANUFACTURER	PART NUMBER	DESCRIPTION	UNIT	UNIT COST	UNIT INSTALL COST*
AASTRA	MERIDIAN 8004-CH	M8004 ANALOG DESK TELEPHONE	EA	34.13	90.00
AASTRA	MERIDIAN 8009-CH	M8009 ANALOG DESK TELEPHONE	EA	59.99	90.00

*INSTALLATION INCLUDES ASSEMBLE, LABEL, CROSS-CONNECT, PLACE & TEST.

SECTION 7.3.3 - AASTRA (FORMERLY NORTEL) P PHONE DISPLAY SERIES TYPE BUSINESS SETS					
MANUFACTURER	PART NUMBER	DESCRIPTION	UNIT	UNIT COST	UNIT INSTALL COST*
AASTRA	AASTRA B0240404	M5208 E/W 8 PROG BTNS & 2 X 24 DISPLAY	EA	222.89	90.00
AASTRA	AASTRA B0240413	M5216 E/W 14 PROG BTNS & 2 X24 DISPLAY	EA	339.56	90.00
AASTRA	AASTRA B0240405	M5316 E/W 13 PROG BTNS, HF & 2 X24 DISPL	EA	339.56	90.00
AASTRA	AASTRA A1613-000-10-(M6320	E/W 13 PROG BTNS, HF & 2 X24 DISPL	EA	266.42	90.00

*INSTALLATION INCLUDES ASSEMBLE, LABEL, CROSS-CONNECT, PLACE & TEST.

SECTION 7.3.4 - CISCO-COMPATIBLE IP PHONES - 3900 & 7900 SERIES					
MANUFACTURER	PART NUMBER	DESCRIPTION	UNIT	UNIT COST	UNIT INSTALL COST**
CISCO	CP-3905=	Cisco Unified SIP Phone 3905 Charcoal Stanc	EA	99.00	165.00
CISCO	CP-7931G	Cisco UC Phone 7931G	EA	350.00	165.00
CISCO	CP-7942G	Cisco UC Phone 7942	EA	395.00	165.00
CISCO	CP-7945G	Cisco UC Phone 7945 Gig Ethernet	EA	490.00	165.00
CISCO	CP-7962G	Cisco UC Phone 7962	EA	495.00	165.00
CISCO	CP-7965G	Cisco UC Phone 7965 Gig Ethernet Color	EA	620.00	165.00
CISCO	CP-7975G	Cisco UC Phone 7975 Gig Ethernet Color	EA	730.00	165.00

**INSTALLATION INCLUDES ASSEMBLE, TRANSLATE, CONFIGURE, PATCH, PLACE & TEST

SECTION 7.3.5 -TRADE IN VALUE FOR OLD/BROKEN IP & CENTREX SETS					
MANUFACTURER	PART NUMBER	DESCRIPTION	UNIT	UNIT COST	UNIT INSTALL COST
FTG DOES NOT OFFER A TRADE IN VALUE OR CREDIT FOR OLD/BROKEN IP AND CENTREX SETS.					

I. SECTION 7.3.6 - OTHER

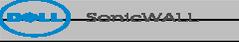
PRELIMINARY NOTES:

- As was noted in the response to Section 6.4, given the number of manufacturers, products and associated material codes offered by FTG under its proposal, we chose to express the price to the State of Rhode Island in terms of a discount off of list price. As you will note below, the manufacturers are listed alphabetically (Column B). The Cost Table then provides a breakdown of the manufacturer's discount groups (Column C) e.g. "Discount Band" (Adtran), followed by the actual discount off of list price (Column D) offered to the State of Rhode Island for that particular group of products and/or services.
- In order to comply with the Addendum 2 (response to questions 92 & 96), the discount off of list price is **"only a Not To Exceed Price"**.
- For the convenience of the State, FTG will post the manufacturers' price lists on its web site which will be accessible to the State of Rhode Island through a portal dedicated to MPA-308. While the portal is not currently active, a lab version has been built for the purposes of this response. The MPA-308 portal URL is: <http://www.ftgtechnologies.com/index.php/sori-mpa308/>. **"sorimap308"**.

- The URL for the lab version of the MPA-308 portal is: <http://www.ftgtechnologies.com/index.php/sori-mpa308/>
- Enter the password: sorimpa308
- To access to the Manufacturer List Price Files: Select "Access Now" under the "MPA Ordering Portal" icon.
- Select the price list you would like to view;

- As was also noted in the response to Section 6.4, given the premise based solutions are customized designs, the installation costs are calculated on a project by project basis. In order to provide data meaningful in evaluating installation costs, the FTG Cost Tables include a Labor Schedule (Tab C) which details the hourly rates for any of the resources FTG may utilize to support the installation of product offered under this Response.

MANUFACTURER NAME	MANUFACTURER PRODUCT GROUP, FAMILY, ETC.	% DISCOUNT OFF LIST PRICE
 ADTRAN	DISCOUNT BAND A - INTEGRATED ACCESS	20%
ADTRAN	DISCOUNT BAND ACN - INTEGRATED ACCESS	20%
ADTRAN	DISCOUNT BAND B - INTER-NETWORKING	20%
ADTRAN	DISCOUNT BAND C - UNIFIED COMMUNICATIONS	20%
ADTRAN	DISCOUNT BAND K - INTEGRATED ACCESS MODULES	20%
ADTRAN	DISCOUNT BAND P - SIP GATEWAYS	20%
ADTRAN	DISCOUNT BAND C1 - UNIFIED COMMUNICATIONS	10%
ADTRAN	DISCOUNT BAND C2 - UNIFIED COMMUNICATIONS	10%
ADTRAN	DISCOUNT BAND Q - LICENSING	10%
ADTRAN	DISCOUNT BAND R - BLUE SOCKET WIRELESS	10%
ADTRAN	DISCOUNT BAND V - UC ENDPOINT DEVICES	10%
ADTRAN PRICING NOTES	THE REMAINING DISCOUNT BANDS ARE RESERVED FOR MANUFACTURER SERVICES, TRAINING & MISCELLANEOUS ITEMS AND HAVE BEEN EXCLUDED FROM THE FTG OFFER. THE DISCOUNT BANDS INCLUDE: E, E1, E2, E3, E4, F, F2, G, H & T.	-
 ALLEN TEL	PRODUCT LINE	20%
 APC	PRODUCT LINE	27%
APC	MANUFACTURER EXTENDED WARRANTY SUPPORT	27%
APC	MANUFACTURER ON-SITE SERVICES	5%
 ARUBA NETWORKS	PRODUCT LINE	20%
ARUBA NETWORKS	MANUFACTURER SUPPORT SERVICES	0%
 ARECONT VISION	PRODUCT LINE	15%
 AVAYA	1P - RED ENTERPRISE UC HARDWARE	42%
AVAYA	2P - RED ENTERPRISE UC SOFTWARE	42%
AVAYA	3P - TELEPHONES, PERIPHERALS & OTHER DEVICES	42%
AVAYA	4P - BLUE ENTERPRISE & MISCELLANEOUS HARDWARE	30%
AVAYA	5P - BLUE ENTERPRISE & "RED" CC SOFTWARE	30%
AVAYA	6P - NETWORK PRODUCTS	25%
AVAYA	7P - OEM PRODUCTS	10%
AVAYA	8P - VIDEO PRODUCTS	42%
AVAYA	9P - SMALL TO MEDIUM, ENTERPRISE PRODUCTS	42%
AVAYA	1S - MANUFACTURER MAINTENANCE SERVICES	10%
AVAYA	2S - MANUFACTURER PRO SERVICES	0%
AVAYA	3S - MANUFACTURER OPERATIONAL SERVICES	0%
AVAYA	1Z - NON-DISCOUNTABLE PRODUCTS	0%
 AVIGILON	PRODUCT LINE	10%

		
AVST	New Systems - Hardware & Software	35%
AVST	Manufacturer Support & System Upgrades, Additions & Changes	23%
		
AXIS COMMUNICATIONS	PRODUCT LINE	10%
		
CHATSWORTH	PRODUCT LINE	20%
		
CISCO SYSTEMS	PRODUCTS	42%
CISCO SYSTEMS	MFR POST-WARRANTY SUPT & SVCS (e.g. Smartnet)	10%
		
COMMSCOPE	PRODUCT LINE	25%
		
DELL SONICWALL	SonicWALL NSA Series	10%
DELL SONICWALL	SonicWALL TZ and TotalSecure Series	10%
DELL SONICWALL	SonicWALL Anti-Spam / Email Security Series	10%
DELL SONICWALL	SonicWALL Continuous Data Protection (CDP) Series	10%
DELL SONICWALL	SMB SRA and SSL-VPN Series	10%
DELL SONICWALL	Desktop, Laptop and Server Client Software	10%
DELL SONICWALL	SonicWALL Wireless Access Points	10%
DELL SONICWALL	SonicWALL WAN Acceleration Enablers	10%
DELL SONICWALL	SonicWALL Scrutinizer	10%
DELL SONICWALL	SonicWALL Analyzer Reporting Software	10%
DELL SONICWALL	SonicWALL Global Management System/UMA	10%
DELL SONICWALL PRICING NOTES	THE REMAINING PRODUCT CATEGORIES HAVE BEEN EXCLUDED FROM THE FTG OFFER. THOSE CATEGORIES INCLUDE: SonicWALL SuperMassive™ E10000 & 9000 Series, SonicWALL NSA E-Class, SonicWALL Aventail Secure Remote Access (SRA) Series, Secure Upgrade Plus Program AND SonicWALL Training and Professional Services.	-
		
EXTREME NETWORKS	DISCOUNT CATEGORY - A	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - B	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - C	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - D	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - E	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - F	40%
EXTREME NETWORKS	DISCOUNT CATEGORY - H	25%
EXTREME NETWORKS	DISCOUNT CATEGORY - I	25%
EXTREME NETWORKS	SERVICE	5%
EXTREME NETWORKS PRICING NOTES	DISCOUNT CATEGORY G IS RESERVED FOR US MILITARY APPLICATIONS ONLY AND IS NOT INCLUDED IN THIS OFFER.	-
		
FORTINET	SME/BRANCH OFFICE APPLIANCES	10%
FORTINET	MANUFACTURER SUPPORT/SERVICE	5%
FORTINET	OTHER PRODUCT CATEGORIES	0%
FORTINET PRICING NOTES	THE OTHER PRODUCT CATEGORIES INCLUDE: MID-RANGE APPLIANCES, LARGE ENTERPRISE APPLIANCES, CHASSIS BASED SYSTEMS, FORTIMANAGER, FORTIANALYZER, FORTIMAIL & FORTIWEB.	-
		
GEUTEBRUCK	PRODUCT LINE	10%
		
HUBBELL	PRODUCT LINE	27%
		
JUNIPER NETWORKS	JUNIPER - ALL PRODUCT LINES	20%
		
MOXA	DISCOUNT CATEGORY (SBU) - PT	8%
MOXA	DISCOUNT CATEGORY (SBU) - IEI	5%
MOXA	DISCOUNT CATEGORY (SBU) - IW	3%
MOXA	DISCOUNT CATEGORY (SBU) - DAC	0%
MOXA	DISCOUNT CATEGORY (SBU) - DC	0%
MOXA	DISCOUNT CATEGORY (SBU) - EC	0%
MOXA	DISCOUNT CATEGORY (SBU) - IVN	0%
MOXA	DISCOUNT CATEGORY (SBU) - MDC	0%
		
MUTARE	MUTARE PART NO. SERIES - 4003	15%
MUTARE	MUTARE PART NO. SERIES - 5XXX	15%
MUTARE	MUTARE PART NO. SERIES - 1XXX	10%
MUTARE	MUTARE PART NO. SERIES - 2XXX	10%
MUTARE	MUTARE PART NO. SERIES - 3XXX	10%
MUTARE	MUTARE PART NO. SERIES - 4000	10%
MUTARE	MUTARE PART NO. SERIES - GRANDFATHERED CODES	10%
MUTARE	MUTARE PART NO. SERIES - 4001 & 4002	0%
MUTARE	MUTARE PART NO. SERIES - 6XXX	0%

			
NETLERT		N-FOCUS LICENSING & ANNUAL SUPPORT	15%
NETLERT		N-FOCUS PLUS LICENSING & ANNUAL SUPPORT	15%
			
NEXT LEVEL SECURITY SYSTEMS		PRODUCT LINE	10%
			
PLANTRONICS		Headsets, Headphones, Peripheral & Supplies	35%
			
RADWARE		PRODUCT	10%
RADWARE		SUPPORT & SERVICES	5%
RADWARE PRICING NOTES		THE PRODUCT DISCOUNT NOTED ABOVE EXCLUDES THE DefensePro PRODUCT LINE.	-
			
REDSKY		E911 ANYWHERE NETWORK SERVICES - GOLD SCHEDULE	5%
REDSKY		E911 MANAGER OPTIONS (SEE DISCOUNT EXCLUSIONS)	5%
REDSKY		E911 MANAGER SOFTWARE	5%
REDSKY		BUNDLE PRICING - MYE911 + E911ANS ANNUAL RECURRING SERVICE FEES	0%
REDSKY		E911 ANYWHERE SERVICE - ANNUAL RECURRING SERVICE FEES	0%
REDSKY		E911 MANAGER MAINTENANCE	0%
REDSKY		E911 MANAGER SERVICES	0%
REDSKY		E911 MPC CLOUD PRICING - ANNUAL RECURRING SERVICE FEES	0%
REDSKY		MANUFACTURER PROFESSIONAL SERVICES	0%
REDSKY PRICING NOTES		THE FOLLOWING MATERIAL CODES UNDER THE SECTION "E911 MANAGER OPTIONS" ARE EXCLUDED FROM THE NOTED DISCOUNT LEVEL: RS-5268, RS-5425, RS-6400 & RS-6605.	-
			
RUCKUS		PRODUCT	20%
RUCKUS		SUPPORT SERVICES	5%
			
SAMSUNG		PRODUCT LINE	20%
			
SERVION SOLUTIONS		SERVECARE GOLD SUPPORT	25%
SERVION SOLUTIONS		SERVECARE SILVER SUPPORT	20%
SERVION SOLUTIONS		DEVELOPMENT & IMPLEMENTATION SERVICES (CODES CI1999-XXX)	5%
SERVION SOLUTIONS		DEVELOPMENT & IMPLEMENTATION SERVICES (CODES ACQ-XXX)	1%
			
SINGLEWIRE		LEGACY PAGING INTERFACE PRODUCTS	35%
SINGLEWIRE		PAGING GATEWAY PRODUCTS (EXCEPT IPTA-PG-APL-R)	35%
SINGLEWIRE		PLUG-IN PRODUCTS	35%
SINGLEWIRE		PUSH TO TALK PRODUCTS	35%
SINGLEWIRE		REMOTE PHONE CONTROL PRODUCTS	35%
SINGLEWIRE		SINGLEWIRE PERPETUAL LICENSE SKUS	35%
SINGLEWIRE		CISCO PERPETUAL LICENSE SKUS	25%
SINGLEWIRE		PERPETUAL LICENSE AFTER WARRANTY MAINTENANCE 2, 3, 4 or 5 YR	5%
SINGLEWIRE		PUSH TO TALK PRODUCTS AFTER WARRANTY MAINTENANCE - 2, 3, 4 or 5 YR	5%
SINGLEWIRE		SINGLEWIRE PROFESSIONAL SERVICES	5%
SINGLEWIRE		SINGLEWIRE SUBSCRIPTION SKUS	5%
SINGLEWIRE		PERPETUAL LICENSE AFTER WARRANTY MAINTENANCE 1 YR	0%
SINGLEWIRE		PUSH TO TALK PRODUCTS AFTER WARRANTY MAINTENANCE - 1 YR	0%
			
SOLARWINDS		PRODUCT LINE	6%
			
SONY		PRODUCT LINE	10%
			
STATUS SOLUTIONS		PRODUCTS & SERVICES - EXCLUDING EXCEPTIONS	15.0%
STATUS SOLUTIONS		PRODUCTS & SERVICES - EXCEPTIONS NOTED BELOW	5.0%
STATUS SOLUTIONS PRICING NOTES		THE FOLLOWING PRODUCT CODES ARE OFFERED AT A 5% DISCOUNT - SSSRVNV2-1A, SSSRVNV2-2A, SSRKSRNV2-1 & SSRKSRNV2-2A. THE FOLLOWING PRODUCT CODES ARE EXCLUDED FROM THE OFFER - SS100BNO, SS100CNO, SSNOC-1A, SSNOC-2A & SSDEMOV2.	-
			
SUPERIOR ESSEX		PRODUCT LINE	30%
			
TALK-A-PHONE		PRODUCTS	10%
			
TASKE TECHNOLOGY		PRODUCT & SERVICES*	20%
TASKE TECHNOLOGY		*EXCEPTION CATEGORIES NOTED BELOW	10%
TASKE PRICING NOTES		THE FOLLOWING PRODUCT CODES ARE OFFERED AT A 10% DISCOUNT - 851, 50001, 10004-005, 10005-001, 10005-103, 1000-999, 10010-001, 10100-015, 10100-020, 200-000, 450-300, 600-000, 600-001, 600-008, 600-009, 600-016, 600-919- XML, 630-102, 650-1004, 650-500, 700-000, 900-995, 900-999 & 999-100.	-

		
VALCOM	PRODUCT LINE	35%
		
VIDSYS	PRODUCT LINE	10%
		
VXSUITE	PRODUCT LINE	10%
		
XIMA	PRODUCTS & SERVICES	35%

II. SHIPPING

SHIPPING CHARGES	
CATEGORY	APPLICABLE CHARGES
STANDARD SHIPPING	\$0.00
EXPEDITED SHIPPING	ACTUAL COST

STATE OF RHODE ISLAND - RFP - BID#7548392 - TELECOMMUNICATIONS SERVICES (MPA-308)
 SUBMISSION DATE: FEBRUARY 25, 2014
 BIDDER NAME: FTG TECHNOLOGIES
 SECTION 7 - COST TABLES



I. LABOR RATE SCHEDULE

CONVERGED VOICE & DATA COMMUNICATIONS SYSTEMS - LABOR RATES			
	Hourly Rate-	Hourly Rate-	Hourly Rate-
Job Title	Standard	OT 1*	OT 2**
TECHNICIAN	90.00	112.50	135.00
SYSTEMS TECH	110.00	137.50	165.00
SENIOR SYSTEMS TECHNICIAN	125.00	156.25	187.50
NETWORK TECHNICIAN	125.00	156.25	187.50
NETWORK ENGINEER	150.00	187.50	225.00
SENIOR NETWORK ENGINEER	175.00	218.75	262.50
CALL CENTER SPECIALIST	175.00	218.75	262.50
PROJECT MANAGER	100.00	125.00	150.00
PROJECT MANGER ENTERPRISE	125.00	156.25	187.50
SYSTEMS ENGINEER	150.00	187.50	225.00
SENIOR SYSTEMS ENGINEER	175.00	218.75	262.50
STRUCTURED CABLING - LABOR RATES			
	Hourly Rate-	Hourly Rate-	Hourly Rate-
Job Title	Standard	OT 1*	OT 2**
CABLING TECHNICIAN	72.00	90.00	108.00
SENIOR CABLING TECHNICIAN	80.00	100.00	120.00
FOREMAN	90.00	112.50	135.00

*OT Rate 1 - Applies on Saturdays and after 6:00 PM and before 8:00 AM on weekdays.

**OT Rate 2 - Applies on Sundays & Local 103 Holidays which include: New Years Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving & Christmas.

STATE OF RHODE ISLAND - RFP - BID#7548392 - TELECOMMUNICATIONS SERVICES (MPA-308)
 SUBMISSION DATE: FEBRUARY 25, 2014
 BIDDER NAME: FTG TECHNOLOGIES
 SECTION 7 - COST TABLES - SYSTEMS MAINTENANCE, MANAGED SERVICES & TRAINING

I. SYSTEMS MAINTENANCE

BILLABLE ELEMENTS & DESCRIPTION	ADDITIONAL NOTES	MONTHLY RATE PER ITEM
PBX & VOICE MAIL SYSTEMS MAINTENANCE		
PER STATION (DIGITAL, ANALOG, REGISTERED IP ENDPOINTS)		\$0.95
PER TRUNK PORT OR DS1 CHANNEL		\$0.95
PER CALL PROCESSOR/SERVER		\$110.00
PER SURVIVABLE/REMOTE CALL PROCESSOR/SERVER		\$55.00
PER VOICE MAIL ACCESS PORT		\$10.00
PER PERIPHERAL APPLICATIONS SERVER*		\$110.00
PER CMS SERVER (LINUX BASED)		\$110.00
PER CMS SERVER (UNIX BASED)		\$195.00
PER CALL ACCOUNTING SERVER		\$25.00
PER UPS KVA (BATTERIES EXCLUDED)		\$10.00
ANNUAL PREVENTATIVE MAINTENANCE	INCLUDED FREE OF CHARGE	\$0.00
PER SYSTEM PBX OFF-SITE BACKUPS (SFTP CAPABLE SYSTEMS ONLY)	INCLUDED FREE OF CHARGE	\$0.00
*PERIPHERAL SERVERS INCLUDE BUT ARE NOT LIMITED TO THE AES, VOICE PORTAL, SYSTEMS MANAGER, SESSION MANAGER, PRESENCE, ONE-X MOBILE, CALL RECORDING, CONFERENCING & UCXX SERVERS		
PBX MAINTENANCE - OPTIONAL SERVICES		
PER TELEPHONE HANDSET		\$0.50
PER SYSTEM OR PERIPHERAL SERVER 7X24X365 ALARM MONITORING		\$20.00
PER PORT SEMI-ANNUAL FIRMWARE UPDATES		\$0.50
NETWORK SYSTEMS MAINTENANCE		
PER ETHERNET CORE CHASSIS		\$375.00
PER ETHERNET DATA SWITCH		\$10.00
PER ETHERNET DATA SWITCH E/W PoE		\$15.00
PER ROUTER		\$20.00
PER FIREWALL		\$25.00
PER SYSTEM CONFIGURATION FILES OFF-SITE BACKUPS	INCLUDED FREE OF CHARGE	\$0.00
NETWORK SYSTEMS MAINTENANCE - OPTIONAL SERVICES		
PER DEVICE 7 X 24 X 365 ALARM MONITORING		\$20.00
PER PORT SEMI-ANNUAL FIRMWARE UPDATES		\$0.50
SYSTEMS MAINTENANCE - T & M LABOR RATES		
	ADDITIONAL NOTES	HOURLY RATE
BUSINESS DAY - SYSTEMS TECHNICIAN	MONDAY THRU FRIDAY 8:00 AM TO 6:00 PM	\$110.00
BUSINESS DAY - SENIOR SYSTEMS TECHNICIAN	MONDAY THRU FRIDAY 8:00 AM TO 6:00 PM	\$125.00
BUSINESS DAY - NETWORK TECHNICIAN	MONDAY THRU FRIDAY 8:00 AM TO 6:00 PM	\$125.00
BUSINESS DAY - SYSTEMS/NETWORK ENGINEER	MONDAY THRU FRIDAY 8:00 AM TO 6:00 PM	\$150.00
BUSINESS DAY - SENIOR SYSTEMS/NETWORK ENGINEER	MONDAY THRU FRIDAY 8:00 AM TO 6:00 PM	\$175.00
OVERTIME (RATE 1) - SYSTEMS TECHNICIAN	SATURDAY & WEEKDAYS (6:00 PM TO 8:00 AM)	\$137.50
OVERTIME (RATE 1) - SENIOR SYSTEMS TECHNICIAN	SATURDAY & WEEKDAYS (6:00 PM TO 8:00 AM)	\$156.25
OVERTIME (RATE 1) - NETWORK TECHNICIAN	SATURDAY & WEEKDAYS (6:00 PM TO 8:00 AM)	\$156.25
OVERTIME (RATE 1) - SYSTEMS/NETWORK ENGINEER	SATURDAY & WEEKDAYS (6:00 PM TO 8:00 AM)	\$187.50
OVERTIME (RATE 1) - SENIOR SYSTEMS/NETWORK ENGINEER	SATURDAY & WEEKDAYS (6:00 PM TO 8:00 AM)	\$218.75
OVERTIME (RATE 2) - SYSTEMS TECHNICIAN	SUNDAYS & HOLIDAYS	\$165.00
OVERTIME (RATE 2) - SENIOR SYSTEMS TECHNICIAN	SUNDAYS & HOLIDAYS	\$187.50
OVERTIME (RATE 2) - NETWORK TECHNICIAN	SUNDAYS & HOLIDAYS	\$187.50
OVERTIME (RATE 2) - SYSTEMS/NETWORK ENGINEER	SUNDAYS & HOLIDAYS	\$225.00
OVERTIME (RATE 2) - SENIOR SYSTEMS/NETWORK ENGINEER	SUNDAYS & HOLIDAYS	\$262.50

NOTE: MAINTENANCE SERVICES ASSUMES THE CUSTOMER WILL KEEP IN FORCE FOR THE TERM OF THE COVERAGE ANY REQUIRED MANUFACTURER SOFTWARE SUPPORT (e.g. AVAYA'S SOFTWARE SUPPORT/SUPPORT ADVANTAGE, CISCO'S SMARTNET, EXTREME'S EXTREME CARE, ETC) WHICH WILL PROVIDE FTG ACCESS TO THE MANUFACTURER'S TIE III & IV RESOURCES FOR REMOTE TECHNICAL SUPPORT, SOFTWARE PATCHES AND FIRMWARE UPDATES.

II. MANAGED SERVICES - NETWORK OPERATIONS

BILLABLE ELEMENTS & DESCRIPTION	ADDITIONAL NOTES	MONTHLY RATE PER ITEM
NETWORK PERFORMANCE MONITORING		
MONITOR.FTGTECHNOLOGIES.COM SNMP DEVICE MONITOR - 1 YEAR SUPPORT		\$49.50
MONITOR.FTGTECHNOLOGIES.COM SNMP DEVICE PROBE - 1 YEAR SUPPORT		\$40.00
PATHVIEW M20 APPLIANCE APPLICATION		\$54.21
PATHVIEW M22 APPLIANCE APPLICATION		\$54.61
PATHVIEW M30 APPLIANCE APPLICATION		\$117.10
PATHVIEW M40 APPLIANCE APPLICATION		\$421.80
PATHVIEW - OPTIONAL APPLICATIONS		
ADDITIONAL APPLIANCE ENDPOINT LICENSES		
PATHVIEW 100 LAN PATHS (PATH-100L)		\$35.08
PATHVIEW 5 WAN PATHS (PATH-5W)		\$35.08
VOICE QUALITY/PERFORMANCE MONITORING		
PATHVIEW APPVIEW VCE M (AVVoIP-M)		\$23.35
PATHVIEW APPVIEW VCE R (AVVoIP-R)		\$31.17
VIDEO QUALITY/PERFORMANCE MONITORING		
PATHVIEW APPVIEW VID M (AVVIDEO-M)		\$35.08
PATHVIEW APPVIEW VID R (AVVIDEO-R)		\$42.88
WEB QUALITY/PERFORMANCE MONITORING		
PATHVIEW APPVIEW WEB M (AVWEB-M)		\$23.35
PATHVIEW APPVIEW WEB R (AVWEB-R)		\$31.17

NETFLOW ANALYTICS/PERFORMANCE MONITORING		
PATHVIEW FLOWVIEW M (FLOW-M)		\$46.80
PATHVIEW FLOWVIEW R (FLOW-R)		\$54.62
PATHVIEW FLOWVIEWPLUS M (FPLUS-M)		\$46.80
PATHVIEW FLOWVIEWPLUS R (FPLUS-R)		\$54.62
COMPLEMENTARY SERVICES		
PER ENDPOINT - TIER I HELP DESK REMOTE SERVICES		\$1.00
PER ENDPOINT - TIER II NETWORK TECHNICIAN REMOTE SERVICES		\$2.50
PER ENDPOINT - TIER III NETWORK ENGINEER REMOTE SERVICES		\$5.00
PER ENDPOINT - SOFTWARE RELEASE MANAGEMENT		\$0.50

III. TRAINING

BILLABLE ELEMENTS & DESCRIPTION	ADDITIONAL NOTES	HOURLY RATE
TRAINING SERVICES		
ADVANCED SYSTEMS ADMINISTRATOR TRAINING (4 Hour Class)	TRAINING LOCATION - 2 BATTERYMARCH PK, QUINCY, MA 02169	\$150/HOUR
SYSTEMS TECHNICIAN TRAINING (8 Hour Class)	TRAINING LOCATION - 2 BATTERYMARCH PK, QUINCY, MA 02169	\$150/HOUR
END-USER TRAINING (1 Hour Class - ≤ 10 Participants/Session)	ON-SITE AT THE AGENCY'S LOCATION	\$100.00/HOUR
END-USER REFRESHER TRAINING (1 Hour Class - ≤ 10 Participants/Session)	ON-SITE AT THE AGENCY'S LOCATION	\$100.00/HOUR
CONTACT CENTER AGENT TRAINING	ON-SITE AT THE AGENCY'S LOCATION	\$175.00/HOUR
CONTACT CENTER SUPERVISOR TRAINING	ON-SITE AT THE AGENCY'S LOCATION	\$175.00/HOUR
CONTACT CENTER CALL MANAGEMENT SYSTEMS TRAINING	ON-SITE AT THE AGENCY'S LOCATION	\$175.00/HOUR

STATE OF RHODE ISLAND - RFP - BID#7548392 - TELECOMMUNICATIONS SERVICES (MPA-308)

SUBMISSION DATE: FEBRUARY 25, 2014

BIDDER NAME: FTG TECHNOLOGIES

SECTION 7 - COST TABLES - ADDITIONAL DISCOUNTS

I. ADDITIONAL DISCOUNTS

VOLUME DISCOUNTS - MANAGED SERVICES & MAINTENANCE		
DISCOUNT CATEGORY	REQUIRED PURCHASE THRESHOLDS	ADDITIONAL DISCOUNT%
VOLUME PURCHASE DISCOUNT-1	>\$250,000 TO \$1,500,000	1%
VOLUME PURCHASE DISCOUNT-2	>\$1,500,001 TO \$2,500,000	2%
VOLUME PURCHASE DISCOUNT-3	>\$2,500,000	3%
NOTE (1) - THE TOTAL DOLLAR VALUES OF PRODUCT, LABOR & SERVICES MAY BE COMBINED TO ACHIEVE VOLUME DISCOUNT THRESHOLDS PROVIDED THEY ARE ALL INCLUDED WITHIN THE SAME FINANCIAL TRANSACTION.		

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....II
PURCHASE ORDER STANDARD TERMS AND CONDITIONSII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERII
MPA BID AWARD (STATEWIDE APPLICABILITY)II
INSURANCE REQUIREMENTS (ADDITIONAL)II
MULTI YEAR AWARDII
PURCHASE AGREEMENT AWARDII
AUTHORIZATION AND RELEASEIII
BLANKET PAYMENTIII
EQUAL OPPORTUNITY COMPLIANCEIII
QUARTERLY REPORTSIII
WAGE REQUIREMENTS - ADDITIONALIII
CAMPAIGN FINANCE COMPLIANCEIII
TERMS AND CONDITIONS OF PRICING AGREEMENTIV

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the

American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Supplemental Agreement

The Rhode Island Department of Administration, Division of Purchases ("Division" or "State") and Future Technologies Group ("Vendor") (collectively known as the "Parties" or as a "Party" individually) hereby enter into this "Supplemental Agreement," effective the First day of ~~August~~, *September* 2014, upon issuance of Master Price Agreement # 308 ("MPA") by the Division, to provide Telecommunications Services to the State of Rhode Island ("State"), in accordance with the terms and conditions stated in Request for Proposal # 7548392. *gw*

I. Incorporation of the Agreement in its Entirety:

The Notice of Contract Purchase Agreement, along with the Rhode Island State Procurement Regulations and General Conditions of Purchase, and the documents listed below, are all expressly incorporated by reference into this Agreement and shall be collectively referred to as the "Agreement":

- A. Request for Proposal #7548392 and Addenda (available on Division's website),** and all of the terms and conditions contained therein, including, but not limited to, the following terms:
- **TERM:** The term of MPA #308 will be for a period of twenty four (24) months for the period of the effective date of the Agreement through July 31, 2016, renewable for up to three (3) additional, one-year periods, at the sole option of the state. The state shall provide written notice to renew or not renew within sixty (60) of the end of each agreement period.
 - "Authorized services" means services which are authorized through issuance of an approved state purchase order issued via the Rhode Island Financial Accounting Network System (RIFANS). Services provided without a valid PO number may be considered unauthorized and refused for payment. Verbal approval of any staff member other than the State Purchasing Agent is insufficient authorization.
 - All agencies of state government, except as stated below, will be required to utilize this MPA.
 - The same offers, terms and conditions as stated in the Agreement will be accessible to the Legislative and Judicial Branches of the State of Rhode Island, Rhode Island municipalities (cities and towns), school districts and quasi-public agencies. (In other words, this MPA is extended to all governmental or quasi-governmental entities in Rhode Island should they decide voluntarily to participate and access the pricing and terms available under MPA 308);
- B. VENDOR's Cost Proposal (Attachment #1) –** and all of the terms contained therein, including discounts.
- C. VENDORS's Technical Proposal (On file with the Division of Purchases)**

2. Order of Precedence

To the extent that there is any conflict in terms among the items incorporated into the Agreement, the following order of supremacy (with one (1) being the highest order of priority) shall control:

1. The State's General Conditions of Purchase (**Attachment #2**);
2. This Supplemental Agreement
3. RFP # 7548392 and addenda
4. VENDOR's Cost Proposal; and
5. VENDOR's Technical Proposal.

3. Scope of Work

The Scope of Work included in the RFP, including for the State of Rhode Island, colleges and the University of Rhode Island, is hereby incorporated into this agreement by reference.

4. Insurance Requirements:

VENDOR shall acquire and maintain all insurance as detailed on Pages 38 and 39 of RFP #7548392.

5. Choice of Law and Venue:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island.

6. Amendment:

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by both parties hereto and specifically referring to this Agreement.

7. Notice:

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

State of Rhode Island
Lorraine A. Hynes
RI Department of Administration
Division of Purchases 2nd Fl.
One Capitol Hill
Providence, RI 02908

Future Technologies Group
Stephen J. Gillis, President
Future Technologies Group
2 Batterymarch Park, Suite 401
Quincy, MA 02169

7. Miscellaneous

All provisions not expressly addressed herein are governed by Appendix A, General Conditions of Purchase, of the State of Rhode Island Procurement Regulations available at the www.purchasing.ri.gov.

8. Headings:

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

9. Severability:

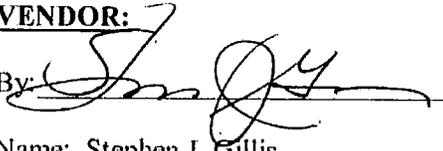
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

10. Entire Agreement/Counterparts.

This Supplemental Agreement, and the items incorporated herein by reference, shall constitute the entire understanding of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

VENDOR:

By: 

Name: Stephen J. Gillis

Title: President

Date: July 14, 2014

State Official:

By: 

Name: Lorraine A. Hayes

Title: Purchasing Agent

Date: 8/18/14

**STATE OF RHODE ISLAND
PROCUREMENT REGULATIONS**

APPENDIX A – GENERAL CONDITIONS OF PURCHASE



Amended regulations adopted June 20, 2011

Division of Purchases
Rhode Island Department of Administration
One Capitol Hill, Second Floor
Providence, Rhode Island 02908

Tel: (401) 574-8100

RECEIVED

(Signature) OCT 11 2011

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS

The following amended State of Rhode Island Procurement Regulations were adopted by me, as Director of the State of Rhode Island Department of Administration, on the _____ day of June 2011.

Richard A. Licht, Director
State of Rhode Island
Department of Administration
One Capitol Hill
Providence, Rhode Island 02908

Date of Public Notice: May 5, 2011
Date of Public Hearing: June 8, 2011
End of Comment Period: June 8, 2011

GENERAL CONDITIONS OF PURCHASE

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.

• **a.** Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been

satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the State in accordance with other provisions stated herein.

• **d.** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- **a.** The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of contract.

- b.** The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c.** Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

- **a.** Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b.** The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no

way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. Rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

• Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.

h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

• a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) "Competitive Sealed Bidding".

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- **a.** Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.

- b.** All standards are minimum standards except as otherwise provided for in the Request or Contract.

- c.** Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

- d.** All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- **a.** Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

- b.** Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

- c.** Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d.** When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special

requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- **a.** Payment terms other than the foregoing may be rejected as being non-responsive..

- b.** No partial shipments will be accepted, unless provided for by the Request or Contract.

- c.** Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

- d.** Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

- e.** Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from

demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- **a. Comprehensive General Liability Insurance** -
 - 1) Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

- Completed Operations
- Personal Injury (with employee exclusion deleted)
- **b. Automobile Liability Insurance -**
- Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- **c. Workers' Compensation Insurance -**
- Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- **a. Corporation:** The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- **b. Firm or Partnership:** The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- **c. Individual:** The Bond must be signed by the individual owning the business and indicate "Owner."
- **d.** The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- **e.** The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- **f.** Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- **g.** A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor,

of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- **a.** Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

- b.** A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

- c.** If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. INDEMNITY - The contractor guarantees:

- **a.** To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b.** To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

- c.** That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- **a.** To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

- b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;
- d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;
- e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and
- f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

RECEIVED

(14) OCT 11 2011

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS