

## 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**

<b>V E N D O R</b>	<b>OSHEAN INC</b> <b>6946 POST RD</b> <b>STE 402</b> <b>NORTH KINGSTOWN, RI 02852</b> <b>United States</b>
--	--

<b>MPA-308 - TELECOMMUNICATIONS SERVICES</b>	
Award Number	<b>3389085</b>
Revision Number	<b>1</b>
Effective Period	<b>01-SEP-2014 - 31-AUG-2017</b>
Approved PO Date	<b>30-AUG-2016</b>
Vendor Number	<b>1699-iSupplier</b>

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

Type of Requisition	<b>IT PURCHASE</b>
Requisition Number	
Change Order Requisition Number	<b>1068</b>
Solicitation Number	<b>7548392</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Walsh, Gail</b>
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](http://www.purchasing.ri.gov).

MASTER PRICE AGREEMENT #308

CHANGE TO PO #3389085 DATED 8/5/14

CHANGE EFFECTIVE PERIOD

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

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

AGENCY CONTACT:

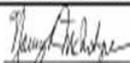
DEBRA ST. HILAIRE - (401) 462-4748

### 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 CONDITIONS .....III  
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....III  
MPA BID AWARD (STATEWIDE APPLICABILITY) .....III  
INSURANCE REQUIREMENTS (ADDITIONAL) .....III  
MULTI YEAR AWARD .....III  
PURCHASE AGREEMENT AWARD .....III  
AUTHORIZATION AND RELEASE .....IV  
BLANKET PAYMENT .....IV  
EQUAL OPPORTUNITY COMPLIANCE .....IV  
QUARTERLY REPORTS .....IV  
WAGE REQUIREMENTS - ADDITIONAL .....IV  
CAMPAIGN FINANCE COMPLIANCE .....IV  
TERMS AND CONDITIONS OF PRICING AGREEMENT .....V

## **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](http://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

PAETEC COMMUNICATIONS INC  
DBA WINDSTREAM  
4001 RODNEY PARHAM  
LITTLE ROCK, AR 72212  
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
<b>Award Number</b> 3389092	<b>Effective Period:</b> 01-SEP-14 - 31-AUG-16

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

<b>Date:</b>	05-AUG-14
<b>Buyer:</b>	G Walsh
<b>Shipping:</b>	Paid
<b>Terms:</b>	NET 30
<b>Vendor#:</b>	23087

<b>I N V O I C E</b>	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

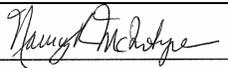
WITH AN OPTION TO RENEW FOR UP TO THREE (3) ADDITIONAL ONE-YEAR RENEWALS.

\*\*\*\*\*  
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:  
TRADITIONAL VOICE SERVICES  
USAGE RATES  
POTS  
PRI  
CALL CENTER SERVICES  
VoIP SERVICES  
HOSTED VoIP/IP CENTREX  
IP DATA CIRCUITS  
PROFESSIONAL SERVICES  
COLOCATION SERVICES

<b>STATE PURCHASING AGENT</b>
 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](http://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

PAETEC COMMUNICATIONS INC  
DBA WINDSTREAM  
4001 RODNEY PARHAM  
LITTLE ROCK, AR 72212  
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
<b>Award Number</b> 3389092	<b>Effective Period:</b> 01-SEP-14 - 31-AUG-16

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

<b>Date:</b> 05-AUG-14
<b>Buyer:</b> G Walsh
<b>Shipping:</b> Paid
<b>Terms:</b> NET 30
<b>Vendor#:</b> 23087

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

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

VENDOR CONTACT:  
JONATHAN GRAY  
TEL: (401) 519-1878  
EMAIL: JONATHAN.GRAY@WINDSTREAM.COM

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

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

<b>STATE PURCHASING AGENT</b>
 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](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

## 7 Cost

In a separately, sealed section, Vendor shall provide complete, itemized costs for the items / services being proposed in accordance with the technical requirements above. The Cost section is broken down by the major categories as defined previously under System Requirements. Vendor does not have to provide pricing for every item in each section, but will only be considered for services for which complete pricing is provided (this includes all installation, equipment, monthly service, and related charges as applicable). Vendor may provide pricing for additional related services not specifically requested. The Division of Purchases reserves the right to disqualify any vendor for incomplete pricing.

All not-to-exceed proposed pricing for each service or commodity for which your company is submitting must be included in your response in a table for Sections 7.1 through 7.4 as shown in example 7.5.1. All other proposed pricing must be presented clearly and itemized in a table as shown in example 7.5.1 for each service or item for which you are bidding or you may choose the format for your table providing it clearly displays an all inclusive not-to-exceed price for each item.

As stated previously, Vendor may not require minimum or maximum purchase levels or volume commitments or termination fees for services, Centrex/PRI or data circuits, but may offer tiered pricing levels or percentage discounts based on actual usage. Any discounts must be automatically applied, and not provided as rebates or other procedures that require the Customer to request reimbursement. All volume or percentage discounts must be clearly identified as part of the cost response.

Pricing shall be the Vendor's best pricing. If during the term of this RFP, the Vendor or any of its affiliates enter into a more favorable agreement with a commercial or government customer whose total annual purchases are equal or smaller than State's, a government entity, or any entity entitled to use this MPA, the Vendor shall inform the State in writing of any rates and charges which contain more favorable pricing than the rates and charges contained herein, the Vendor's rates and charges shall be amended for this MPA. The State shall receive credit for the difference between the rates and charges in effect beginning on the date the Vendor entered into the agreement for more favorable rates and charges. If the Vendor or its affiliates offer a promotion/discount for services that result in charges lower than the rates and charges for this MPA, then the Vendor shall make the lower pricing available for services during such promotion/discount.

***If, within 30 days after the midpoint of the Agreement Term, Customer demonstrates to Windstream that a bona fide competing carrier has made a written offer to sell Customer a total package of comparable services in similar quantities (under similar terms and conditions) for less than Windstream is currently charging Customer, Windstream shall have thirty (30) days in which to reduce its rates to within 10% of the level charged by the competitor.***

*If Windstream declines to do so, Customer may terminate the Agreement on thirty (30) days' written notice to Windstream without any early termination liability, provided that Customer agrees to pay Windstream for all charges incurred prior to the effective date of the termination.*

*The competitive rate provisions set forth herein shall not apply to any equipment or EFS arrangements purchased by Customer from or through Windstream, or for any off-net services such as frame relay.*

The term of the agreement is two years with three one-year renewals at the option of the State. If pricing for any services will differ for the optional years of the agreement, this must be clearly specified by listing separate pricing for years 4 and/or 5 of the agreement. Otherwise, Vendor's stated pricing will remain in effect during the renewal periods (if the State elects to renew.)

Note: Pricing for monthly circuit costs must include all associated line charges (EUCL, etc.) Itemize separately current local, state, federal, and/or other regulatory mandatory taxes, surcharges or fees allowed to be passed through to customer that would be assessed and the statutory/regulatory authority authorizing same. The State will not pay for any such taxes, surcharges or fees unless mandated and allowed to be passed through by law or regulation. Vendor shall not assess any such mandatory, taxes, fees or surcharges other than identified in its proposal unless approved by a contract amendment. Vendor shall not invoice the State or any entity receiving services from Vendor under this MPA for taxes, surcharges and fees for services under which applicable law exempts the State or any such entity from payment. The State will not commit to any minimums for circuits. Pricing for major capex service that may require than a month-to-month term (ie: a large capex service like a SONET ring) need to explicitly ID the product and term commitment required.

*All quotes, rates and prices are exclusive of any and all taxes. Upon Customer's presentation of a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, Windstream will exempt Customer from the applicable sales tax to the extent warranted by the exemption certificate. Failure to timely provide said certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate.*

## **7.1 Traditional Voice Services**

### **7.1.1 Centrex**

Cost proposal for Centrex services shall include the following items:

*Please refer to VoIP and Hosted VoIP Services. Windstream does not offer traditional Centrex services.*

- 7.1.1.1 Initial installation / cutover costs (For other than incumbent Centrex provider, detail any costs required to install infrastructure to support existing Centrex users, replace phones if sets currently in use are not supported, etc.)
- 7.1.1.2 Installation charge, per additional Centrex line added
- 7.1.1.3 Monthly charge, per Centrex line
- 7.1.1.4 Usage rates (see section below for details)
- 7.1.1.5 Installation/Monthly charges for additional services offered (e.g., voice mail, ACD lines, custom announcements, etc.)

7.1.2 POTS

Cost proposal for POTS (measured business) lines shall include the following items:

- 7.1.2.1 Installation charge, per POTS line  
***\$0.00***
- 7.1.2.2 Monthly charge, per POTS line  
***Price varies by site; please refer to Appendix A.***
- 7.1.2.3 Usage rates (see section below for details)  
***Please refer to 7.1.5 Usage Rates.***
- 7.1.2.4 Installation/Monthly charges for additional services offered (e.g., voice mail, caller ID, 3-way calling, etc.)  
***Please refer to Appendix A.***

7.1.3 PRI

Cost proposal for PRI circuits shall include the following items:

- 7.1.3.1 Voice T1 circuit – installation  
***\$0.00***
- 7.1.3.2 Voice T1 – monthly charge  
***\$217.00***
- 7.1.3.3 Installation charge, per PRI  
***\$0.00***
- 7.1.3.4 Monthly charge, per PRI  
***\$217.00***

7.1.3.5 Caller ID service, setup/monthly charge

***\$0.00***

7.1.3.6 DID number block, monthly charge (specify block size)

***\$4 per 50 DID Number Block.***

7.1.3.7 Usage rates (see section below for details)

***Please refer to 7.1.5 Usage Rates.***

7.1.3.8 Additional services (specify)

***N/A***

#### **7.1.4 Call Center Services**

Cost proposal for call center services shall include the following items. Be sure to provide complete pricing, including installation/setup charges and monthly costs for standard and optional features:

7.1.4.1 Automatic Call Distribution (ACD)

Provide pricing for standard and optional ACD features and services. Include cost breakpoints, such as for number of simultaneous agents.

***ACD options are available. Due to the nature of ACD complexities, static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.***

7.1.4.2 Interactive Voice Response (IVR)

Provide pricing for standard and optional IVR features and services. Include cost breakpoints, such as for number of menus and submenus, etc.

***IVR options are available. Due to the nature of IVR complexities, static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.***

7.1.4.3 Integrated Web-based Services

Provide pricing for standard and optional web-based services you offers to support call center functions. Include cost breakpoints, such as for number of simultaneous agents.

***Web options are available. Due to the nature of Web complexities, static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.***

#### 7.1.4.4 Hourly rates for custom services

Provide hourly labor rates for additional services not included in standard pricing, such as:

- Custom design of IVR menus  
*\$125 - \$275 per hour depending on the complexity.*

*Project costs are also based on the entire scope of work and are not subject to the pricing above. The pricing does not include travel.*

- Development of custom reports  
*\$125 - \$275 per hour depending on the complexity.*

*Project costs are also based on the entire scope of work and are not subject to the pricing above. The pricing does not include travel.*

- Professional recording of greetings  
*Recordings are the responsibility of the client.*
- Other

#### 7.1.4.5 Usage Rates (see below)

*Please refer to 7.1.5 Usage Rates.*

#### 7.1.5 Usage Rates

Provide pricing for usage for the above proposed services. If rates differ by service (e.g., dedicated vs. switched rates), specify below or include associated usage rates along with the service pricing above. Usage rates should include per minute, per call, and any other usage based pricing for the following services, where applicable:

- Local  
*Included*
- Intrastate Long Distance  
*\$0.02*
- Interstate Long Distance  
*\$0.02*

- Flat Rate or Partial Flat Rate (specify number of included minutes and rate for additional minutes) Local / Long Distance  
*\$0.02*
- International (provide listing of available countries / rates)  
*Please refer to Appendix B.*
- Toll Free Directory Assistance  
*\$3.00*
- Intra-Centrex (calls within the same Centrex)  
*N/A*
- Calling Card  
*N/A*

## 7.2 VoIP Services

### 7.2.1 SIP Trunks

Cost proposal for SIP trunks shall include the following items:

#### 7.2.1.1 Installation charge, per circuit

*\$0.00*

#### 7.2.1.2 Monthly charges (be sure to specify include all of the following that apply):

- Circuit charge  
*See Section 7.5 for circuit costs*
- Port charge  
*N/A*
- Per trunk charge  
*\$58.33 per 1Mbps up to 40 Mbps of SIP Bandwidth*

#### 7.2.1.3 SIP to TDM gateway / device (if offered) – purchase and/or monthly lease cost, including installation

*N/A*

7.2.1.4 Usage rates (include the following, where applicable)

7.2.1.5 Local

*Included*

7.2.1.6 Intrastate/Interstate Long Distance

*\$0.02*

7.2.1.7 Flat Monthly Rate Local / Long Distance (if available)

*\$0.02*

7.2.1.8 International (provide listing of available countries / rates)

*Please refer to Appendix B.*

7.2.1.9 Toll Free

*\$0.03*

7.2.1.10 Additional services (specify)

*\$5.00 per toll free number.*

7.2.1.11 IP to IP gateway (or a similar box that does SIP fixup)

*N/A*

7.2.1.12 Session Border Controller

*Session Border Controller is dependent upon amount of SIP bandwidth selected.*

7.2.2 Hosted VoIP / IP Centrex

Cost proposal for SIP trunks shall include the following items:

7.2.2.1 Installation, hosted VoIP / IP Centrex service (using IP phone set)

*Due to the nature of an install, required gateways and professional services that are specific to each engagement static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.*

7.2.2.2 Monthly charges, hosted VoIP / IP Centrex service (using IP phone set)

*Due to the nature of an install, required gateways and professional services that are specific to each engagement static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.*

- 7.2.2.3 IP phone set charges (lease and/or purchase, including available model options)  
 – include hardware only vs. installed pricing, if applicable

***Model 9611g \$290.00***

***Model 9608 set \$148.75***

***New models are arriving this year though pricing is not available at the time of this print.***

- 7.2.2.4 Installation, hosted VoIP / IP Centrex service (deviceless service)

***Due to the nature of an install, required gateways and professional services that are specific to each engagement static pricing is not available. Each project will be negotiated with specific requirements provided by the State or Division.***

- 7.2.2.5 Monthly charges, hosted VoIP / IP Centrex service (deviceless services)

***Hosted VoIP pricing:***

***The pricing does not include the onetime costs associated with gateways or media modules at the client sites. It also does not include onetime implementation charges or training that would be required at the time of deployment. There is a requirement for minimum of a 3 year term.***

Total Endpoints	500	1000	2000	3000	5000	10000	20000
List Price Foundation	\$23.40	\$23.40	\$20.18	\$20.18	\$16.95	\$16.95	\$16.95
Total Endpoints	500	1000	2000	3000	5000	10000	20000
Discounted Pricing	18.72	18.25	15.54	15.34	12.71	12.37	12.03

- 7.2.2.6 Voice Mail, per mailbox (setup/monthly charges)

***Pricing is included in the foundation pricing.***

- 7.2.2.7 Usage rates (include the following, where applicable)

- Local

***Included***

- Intrastate/Interstate Long Distance

***\$0.02***

- Flat Monthly Rate Local / Long Distance (if available)

***\$0.02***

- International (provide listing of available countries / rates)

***Please refer to Appendix B***

7.2.2.8 Additional services (specify)

**7.3 Telephone Sets / Equipment (URI)**

Provide pricing for phone sets and other equipment as requested below. Where applicable, pricing for hardware only as well as hardware including installation should be provided. Options for refurbished equipment may be offered, but refurbished items must be clearly specified and meet the specifications and warranty requirements identified in the System Requirements section.

7.3.1 Analog 2500-Series type business sets

***\$35.00 for 8004 series phone. We use this set for analog***

7.3.2 Nortel analog 8000-Series business sets

***\$35.00 for 8004 series phone***

7.3.3 Nortel P-phone display sets (must be compatible with existing and/or proposed Centrex service)

***M5316 centrex is B0240407. Price is \$ 300.00.***

7.3.4 Cisco-compatible IP phones, including 3900-Series and 7900-Series sets

***Not applicable.***

7.3.5 Trade in value for old/broken IP and Centrex sets

***Trade in is not available.***

7.3.6 [Other hardware]

**7.4 Conference Calling Services**

Provide pricing for conference calling services as requested below.

7.4.1 Voice conferencing service

***\$0.08***

7.4.1.1 Installation / setup costs to establish accounts and service

***\$0.00***

7.4.1.2 Per conference call setup charges

***\$10.00***

7.4.1.3 Usage rates (per attendee / per minute or other billing model)

***\$0.08***

7.4.1.4 Additional feature costs

*N/A*

7.4.1.5 Technical support or other related charges

*\$0.00*

7.4.2 Web conferencing

7.4.2.1 Installation / setup costs to establish accounts and service

*\$0.00*

7.4.2.2 Per web conference call setup charges

*\$10.00*

7.4.2.3 Usage rates

*\$0.14*

7.4.2.4 Additional feature costs

*N/A*

7.4.2.5 Technical support or other related charges

*\$0.00*

### 7.5 IP Data Circuits – Section 6.3

Include in the Cost proposal complete pricing for all available IP data services. Use the following table as a guideline (modify as necessary):

Transport Media	Bandwidth Mbps	Service Type	Monthly Cost	Install Cost	Other Monthly Cost
<i>T1</i>	<i>1.54</i>	<i>Internet</i>	<i>\$225.50</i>	<i>\$0.00</i>	<i>n/a</i>
<i>2xT1</i>	<i>3</i>	<i>Internet</i>	<i>\$450.50</i>	<i>\$0.00</i>	<i>n/a</i>
<i>3xT1</i>	<i>4.5</i>	<i>Internet</i>	<i>\$675.85</i>	<i>\$0.00</i>	<i>n/a</i>
<i>4xT1</i>	<i>6</i>	<i>Internet</i>	<i>\$900.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>5xT1</i>	<i>7.5</i>	<i>Internet</i>	<i>\$1,126.40</i>	<i>\$0.00</i>	<i>n/a</i>
<i>6xT</i>	<i>9</i>	<i>Internet</i>	<i>\$1,352.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>T1</i>	<i>1.54</i>	<i>MPLS</i>	<i>\$225.50</i>	<i>\$0.00</i>	<i>n/a</i>
<i>2xT1</i>	<i>3</i>	<i>MPLS</i>	<i>\$450.50</i>	<i>\$0.00</i>	<i>n/a</i>
<i>3xT1</i>	<i>4.5</i>	<i>MPLS</i>	<i>\$675.85</i>	<i>\$0.00</i>	<i>n/a</i>
<i>4xT1</i>	<i>6</i>	<i>MPLS</i>	<i>\$900.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>5xT1</i>	<i>7.5</i>	<i>MPLS</i>	<i>\$1,126.40</i>	<i>\$0.00</i>	<i>n/a</i>
<i>6xT</i>	<i>9</i>	<i>MPLS</i>	<i>\$1,352.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>10</i>	<i>Internet</i>	<i>\$595.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>20</i>	<i>Internet</i>	<i>\$770.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>30</i>	<i>Internet</i>	<i>\$889.00</i>	<i>\$0.00</i>	<i>n/a</i>

<i>Fiber</i>	<i>50</i>	<i>Internet</i>	<i>\$1,050.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>100</i>	<i>Internet</i>	<i>\$1,295.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>10</i>	<i>MPLS</i>	<i>\$595.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>20</i>	<i>MPLS</i>	<i>\$770.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>30</i>	<i>MPLS</i>	<i>\$889.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>50</i>	<i>MPLS</i>	<i>\$1,050.00</i>	<i>\$0.00</i>	<i>n/a</i>
<i>Fiber</i>	<i>100</i>	<i>MPLS</i>	<i>\$1,295.00</i>	<i>\$0.00</i>	<i>n/a</i>

### 7.5.1 Not-to-exceed pricing table

All proposed not to exceed pricing shall be all inclusive and presented clearly in a table or other easy to read format that includes itemized, complete pricing for the items requested. As stated previously, Vendor may not require minimum or maximum purchase levels or volume commitments, but may offer tiered pricing levels or percentage discounts based on actual usage. Any discounts must be automatically applied, and not provided as rebates or other procedures that require the Customer to request reimbursement. All volume or percentage discounts must be clearly identified as part of the cost response.

*Windstream has read and understands, however, Windstream's Services are priced based on a term and volume commitment from Customer in connection with the applicable Service. In the event that Customer reduces the quantity of items bid, or determines that less than the total amount of Services will be awarded to Windstream, then Windstream reserves the right to re-visit its pricing to ensure meeting Windstream's profitability standards.*

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....II  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....II  
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....II  
MPA BID AWARD (STATEWIDE APPLICABILITY) .....II  
INSURANCE REQUIREMENTS (ADDITIONAL) .....II  
MULTI YEAR AWARD .....II  
PURCHASE AGREEMENT AWARD .....II  
AUTHORIZATION AND RELEASE .....III  
BLANKET PAYMENT .....III  
EQUAL OPPORTUNITY COMPLIANCE .....III  
QUARTERLY REPORTS .....III  
WAGE REQUIREMENTS - ADDITIONAL .....III  
CAMPAIGN FINANCE COMPLIANCE .....III  
TERMS AND CONDITIONS OF PRICING AGREEMENT .....IV

**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](http://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 Paetec Communications, Inc. (Windstream) (“Vendor”) (collectively known as the “Parties” or as a “Party” individually) hereby enter into this “Supplemental Agreement,” effective the First day of ~~August~~ <sup>September</sup>, 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.

### **1. 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 # ~~7537380~~ and addenda 7548392
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 2<sup>nd</sup> Fl.  
One Capitol Hill  
Providence, RI 02908

Paetec Communications, Inc. (Windstream)

Jonathan Gray  
Account Executive  
Paetec Communications, Inc. (Windstream)  
1 Financial Plaza, 15<sup>th</sup> Floor  
Providence, RI 02903

**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](http://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: Cheryl C...  
Name: Cheryl C...  
Title: VP-SALES  
Date: 7/30/14

**State Official:**

By: L. Hynes  
Name: Lorraine A. Hynes  
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**

*(Handwritten initials)*

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