



SOLICITATION INFORMATION
11/8/2012

RFP# 7458267

TITLE: MAIL INSERTING MACHINE (DOA)

Submission Deadline: December 7, 2012 @ 10:30 AM (EST)

Questions concerning this solicitation may be e-mailed to the Division of Purchases at David.Francis@purchasing.ri.gov no later than November 19, 2012 @ 12:00 AM-Midnight (EST). Please reference the **RFP# 7458267** on all correspondence. Questions should be submitted in a *Microsoft Word* attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation (www.purchasing.ri.gov). It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No
BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

Vendors must register on-line at the State Purchasing Website at
www.purchasing.ri.gov

NOTE TO APPLICANTS:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1 - INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Administration, Division of Information Technology is soliciting proposals from qualified firms to provide an Inserting Machine for mail services provided by the Division of Information Technology, in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at: <http://www.purchasing.ri.gov>

This is a Request for Proposals, not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.

SECTION 2 – OVERVIEW AND BACKGROUND

This specification describes the document processing/inserting requirements, current applications, installation requirements and support. It is intended to provide a complete understanding for qualified vendors to respond to and to streamline the installation of the system by assuring that both parties understand what the system will be capable of doing and what is required on both parts to ensure a successful installation. The vendor must provide a dedicated PM, Installation & Support team.

SECTION 3 – SCOPE OF WORK

The System must be able to handle the following Letter mail and Flat mail processing

Scoring of proposed machine capabilities for each vendor is worth 40 points out of a possible 40 points.

The Following requirements are mandatory and must be included in the bid proposal to be deemed responsive:

Inserter Base – Inserter must have a quick/easy format changeover (no tools required), rotary & friction feed capability, functionality of multiple inserts with up to ½ inch of collated material and stuffer placement on top and bottom of notice. Proposed system shall be a new (unused) current standard production model, commercially available and shall be completely prepared for customer delivery prior to the delivery date. Prototypes, demonstration models, or machines used in trade shows are not acceptable. It is preferred that the system be manufactured by the proposing vendor and not an OEM solution to insure the vendor's commitment to the project and their authority over the Research and Development, which will be necessary for the long-term maximum usage of the system. The bidder must provide written verification when the machine will be/or was built to assure the equipment is new.

Minimum Cycle speed

16, 000 per hour letter (#9 & #10 envelopes)

14,000 per hour letter (6x9 & 6x9½)

9,000 per hour Flats (9x12)

Four Enclosure Feeders – Inserter must be equipped with either 4 programmable rotary or friction feeders - define capabilities and limitations of each of these selectable feeders. The programmable Friction Feeders must support folded documents (3¼" x 5½" to 8½" x 11½") with double detection.

Cut Sheet Feeder – The high capacity sheet feeder must be able to feed laser printed cut sheet documents (3¼" x 5½" to 8½" x 11½").

The High Capacity Sheet Feeder must feed a minimum of 45,000 sheets per hour and produce half, standard, accordion, and double folds, with a 3000 sheet minimum capacity that can be

loaded on the deck prior to processing. Sheet feeder must feed in portrait and landscape mode with double detection.

Accumulator/Folder - A Dual Deck Accumulator will be used to combine pages fed from the High Capacity Sheet Feeder and transporting to the inserter. The Accumulator will be capable of accumulating up to 8 pages in one set for a tri-folded piece and up to 15 pages for a half-folded piece with sub setting option.

In-Line Heavy Duty Folder – The system must be Equipped with a folder to provide a wide range of fold capabilities including no fold, “C”, “Z”, and half folds with collection station that jogs the material before exiting the folder.

Envelope Feeder - The bulk load Envelope Feeder must meet the requirements to handle 4¼" x 8¼" minimum to a 10" x 13¾" maximum, with ease of access by the operator. System must be ergonomically designed to minimize operator fatigue.

Envelope Sealer – The system must be configured with an easy automated access to sealer section.

Out sort Stacker (Vertical Stacker) - The system must include a built in error bypass equipped with a minimum of one (2 preferred) out sort stackers. This can be used to divert individual mail pieces due to error conditions. The use of this stacker is completely site configurable.

Digital Meter Capability -The system must be configured with one digital mailing machine, which satisfies compliancy with USPS mandate. The postage meter rental must be included as part of the system. **Variable rate metering required** and must interface through state network connection into Pitney Bowes Business Manager postage accounting system.

Finished Mail conveyor - The system must be configured with a Power Stacker that automatically advances for each mail piece.

System Reports – The system must include productivity totals to keep track of performance and prepare appropriate hard copy audit trail reports. Management reports are necessary to measure system performance and must be produced by the system software.

Standard Software Capabilities – The system must provide hard copy reports that show scanned images for QC. Remote Start and Stop Software (preferred). The Inserter System Controller must come with a minimum of OMR scanning, Select Feed Software, Page Count Verification, and Set-to-Set Verification.

Integrity Control – The system must provide advanced quality & integrity control to monitor and track the production process.

Service Support – Vendors must provide a call back within two (2) hours and service within four (4) hours, between the hours of 8 am and 8 pm Monday thru Friday. Vendors should also have optional additional coverage seven (7) days a week, twenty-four (24) hours a day. Vendors must have multiple trained technicians in the area where the system is to be installed who are capable of providing maintenance within the above-mentioned response time.

Space Requirements - The System must fit in the footprint as it stands in the current Enterprise Mail Operations at 50 Service Ave, Warwick RI. A tour of the facility can be arranged to allow bidders to spec the current location.

Agency Approvals: UL, FCC System must be UL approved for operator safety. Bidder will submit accreditation certificates showing compliance. Failure to submit certificate will result in bid being rejected.

OMR Read Capability - The scanner will read the left margin of each document and will read the OMR marks accordingly and the OMR will not have to be moved to handle a letter, flat or 6x9 (1/2) envelopes. Scanner should have the capability to read 2 of 5, 3 of 9 1d & 2d, OCR & IMB barcodes. The Scanner must read from above or below the transports. **(Machine must read current OMR Code and page set up, and not require any design changes to document for processing a letter or a flat)**

OMR Code - OMR lines are being printed both 6 and/or 8 lines to the inch depending upon the job and is configurable through the DC - Prime. There are three modes, which include benchmark, end of collation, 3 page Sequencing marks and two select inserting. The System must read and operate utilizing the current Enterprise Mail Operations OMR code configuration. **Vendor must verify OMR Codes specified below.**

STATE RI - OMR

**Paper feed Face up - Bottom Edge leading
OMR marks on last page fed (First page of set) only
Using BM, EOC and Page Sequencing and Selection**

_____	SEL 3	
_____	SEL 2	
_____	4	Page Sequence
_____	2	Page Sequence
_____	1	Page Sequence
_____	EOC	
_____	BM	

Additional Information Required

- Power Requirements
- Network Requirements
- Compressed air Requirements
- Configuration Requirements
- Back up plan (old equipment move & new equipment install)
- Project/Deployment/Installation Plan (including timeline for install)
- Define Project Team (PM, Installation & Support)
- (3) References of customers with similar systems which are presently operational, located in the Northeast United States area.

SECTION 4 – PRICING REQUIREMENTS:

Scoring of proposed service fee (5x12 monthly payments with 7x24 option) for each vendor is worth 15 points out of a possible 60 points.

- Please provide a price quote for Appendix A.
 - **5 year Fixed Rate Service Support** specified above (1st year free).
 - All software, licensing upgrades and maintenance are free for the first year.
 - The year begins, and billing can begin, once the machine is accepted by the State.
 - Proposal must include a quoted lease amount **with and with out** Service maintenance you for this machine.
 - Annual Renewal
 - **Pricing** Includes Shipping, Delivery, Installation, Testing and Training
 - Trade In for Current Pitney Bowes Series 8 Inserter (de-install, moving, packing & shipping)
 - 80-hours of on-site training to get operators proficient in the operation of the machine. Deputy Information Processing Officer will determine when operators are deemed proficient.
 - Interface & operate with Pitney Bowes Business Manager postage accounting system. (through network connection)

Scoring of proposed total cost (60 monthly payments) for each vendor is worth 45 points out of a possible 60 points.

- **Terms are a 60-month lease, with a \$1 buyout.**
 - **Vendor must specify deployment, delivery date & installation completion & the best footprint to be integrated into our facility.**
 - The State of Rhode Island can terminate the agreement for any reason, within (30) thirty days from the date the State gives written notification of termination to the vendor.

SECTION 5 – EVALUATION AND SELECTION

Proposal Evaluation Scoring System:

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a 40 (100%) out of 40 technical points. Any technical proposals scoring less than 40 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 40 technical points will be evaluated for cost and assigned up to a maximum of 60 points in cost category, bringing the potential maximum score to 100 points.

The Department of Administration reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Technical Proposal

- 40 Points for a successful presentation of the machine capabilities

Cost Proposal

- 60 points for lowest monthly cost and lowest service fee.
(Term – total cost of 60 lease payments)

The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are sixty (60), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 60 = 39$$

The top 2 scoring vendors eligible for award may be required to give a demonstration with live state notices & envelopes of the proposed system. Vendors will be contacted to make arrangements for times and dates. The selected vendors should expect to conduct one 2 hour session to review their solution and answer any questions regarding their proposal and run live state test material on the proposed system. The Review Committee may revise original scores of the top 2 vendors based on the vendor's presentation

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically and/or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

On the basis of discussions with vendors, a request for Best and Final Offer, which describes the requirements of the procurement in the final form, shall be issued to all vendors still under consideration. Each vendor shall submit a Best and Final Offer, which defines their best price, and other terms, for the procurement. Best and Final Offers shall be evaluated in the same fashion as previously stated.

The State reserves the right to determine priority among services offered and may not contract for all services indicated here in an initial contract.

THE STATE MAY, AT IT SOLE DISCRETION, REQUEST CERTIFICATIONS OR AFFIRMATIONS, AS APPROPRIATE.

THE REVIEW COMMITTEE WILL PRESENT WRITTEN FINDINGS, INCLUDING THE RESULTS OF ALL EVALUATIONS, AND RECOMMENDATION TO AWARD TO THE DIVISION OF PURCHASES, THE STATE PURCHASING AGENT, OR HER DESIGNEE, WILL MAKE THE FINAL AWARD. UPON RECEIPT OF FINAL APPROVAL, A WEB POSTING WILL INDICATE THAT A FINAL SELECTION HAS BEEN MADE.

FOLLOWING THE EVALUATION AND ASSUMING AT LEAST ONE VENDOR'S PROPOSAL MEETS THE REQUIREMENTS; ONE VENDOR WILL BE SELECTED TO PERFORM THE SERVICES REQUESTED WITHIN THIS RFP.

SECTION 6 - INSURANCE

The selected vendor awarded the contract will be required to have the following Insurance when selected. **Vendors shall procure at their expense and maintain all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified.** Before issuance of a Purchase Order Release, vendors are required to submit certificates of insurances and any required endorsements acceptable to State. Vendor shall provide State with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates and endorsements shall reference Inserting machine RFP.

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Auto Liability Insurance: Auto Liability Insurance covering all owned, non-owned or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained (if applicable).

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee (if applicable).

Technology Errors and Omissions Liability Insurance: Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Vendor will obtain Technology Errors and Omissions Liability Insurance with minimum limits of \$1,000,000 per occurrence and aggregate. Insured will include any individual who is an agent, independent contractor, leased worker or temporary worker while acting within the scope of his or her contract with the named insured on projects under this Inserting machine RFP. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this section or in any way limit the Vendor's liability.

The Commercial General Liability Insurance, Auto Liability Insurance and the Technology Errors and

Omissions Liability Insurance shall include the State, agencies, officers and employees as Additional Insured but only with respect to the Vendor's activities under the contract.

The insurance required through a policy or endorsement shall include:

A waiver of subrogation waving any right to recovery the insurance company may have against the State, it agencies, officers and employees.

A provision that Vendor's insurance coverage shall be primary as respects any insurance, self-insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, selfinsurance or self- insured retention maintained by the State, its agencies, officers and employees shall be in excess of the Vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Vendor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Purchasing Agent.

The Vendor shall pay all deductibles, self insured retentions and/or self insurance included hereunder.

The Vendor shall disclose to the State the amount of any deductible, self-insured retention and/or self insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement

SECTION 7 – TERMS & CONDITIONS

The Vendor that is hired for Inserting Machine RFP must provide signed copies before issuance of a Purchase Order Release of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable). The form of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable) shall be provided as an Exhibit to an Addendum to this RFP. In addition, some State or agency policies may be memorialized in an agreement that must be signed by the required parties.

- The State reserves the right to request and review BCI results.
- The State reserves the right to require drug test(s), at vendor's expense, on individuals prior to beginning work.
- All contractors hired for a Inserting Machine RFP agree to adhere to all applicable DOIT IT policies. Such DOIT IT policies may be located at www.doit.ri.gov.
- Vendor shall also perform its services in compliance with all applicable federal, State, applicable agency and local laws, policies, ordinances, orders, procedures and regulations in effect at the time the services are performed.
- The State reserves the right to require additional terms and conditions when entering into individual engagements with vendor(s).

a. *Warranties*

- i. **Errors or Defects in the Solution:** In case of any error or defect in the Solution arising from Company's acts or omissions, Company shall promptly cause such error or defect to be corrected at no additional cost to STATE OF RHODE ISLAND. Company shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. STATE OF RHODE ISLAND reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
- ii. **Work Product:** Company warrants and represents that it has the right to transfer ownership to STATE OF RHODE ISLAND of Company's work product performed hereunder, and that such work product hereunder shall not infringe any other party's proprietary property rights, tangible or intangible or other interests.

iii. Additionally, your company represents and warrants that for the full duration of any resulting contract, all services provided under any resulting Agreement(s) perform in the manner and functionality as described.

b. **Indemnification** Your company shall defend, indemnify, and hold harmless STATE OF RHODE ISLAND and each of its employees, partners, affiliates, subsidiaries, and member firms, and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees, and lost executive time) arising out of the performance or non-performance or alleged breach of any resulting contract, including without limitation, any claims, actions, suits, or other proceedings:

i. Alleging facts which, if true, would cause your company to be in breach of the section entitled Infringement;

ii. Relating to a breach by your company of any of its other representations, warranties, agreements, or covenants under any resulting contract; or

iii. Relating to any act or failure to act by any company personnel while on the premises of STATE OF RHODE ISLAND.

iv. STATE OF RHODE ISLAND shall provide to your company notice of any such action within a reasonable time upon receipt of knowledge of the same. In connection with any claim made by a third party, your company shall bear the expenses of defending such claim (regardless of whether the allegations supporting such claim are finally determined to be true) and, at its option, may assume the defense of any such action and all negotiations for its settlement or compromise (it being understood that your company shall not enter any settlement without the consent of STATE OF RHODE ISLAND), provided, further, however, that if your company does not, within ten (10) days of receiving such notice from STATE OF RHODE ISLAND, select counsel to defend such claim or action, and such counsel shall be rated AV in the Martindale and Hubbell Law Directory, then STATE OF RHODE ISLAND may through counsel of its choice, select counsel to defend. Each party shall keep the other party fully informed about all material information regarding any claim covered under this section. During the pendency of any claim against your company or STATE OF RHODE ISLAND, STATE OF RHODE ISLAND may withhold payment of any sums otherwise required to be paid hereunder.

c. **Confidentiality**

i. **Definition.** Confidential Information shall mean the proprietary and confidential information of either party, which shall include, without limiting the generality of the foregoing, this RFP, any and all data collected, any resulting contract from this RFP, and all other information, know how, marketing and development plan, techniques and materials, State of Rhode Island names, STATE OF RHODE ISLAND employee names and other information related to STATE OF RHODE ISLAND personnel, State of Rhode Islands, price lists, STATE OF RHODE

ISLAND service plans, guidelines and financial information, and methodologies and tools, which are not generally known to the public. Notwithstanding the foregoing, no information shall be deemed to be Confidential Information if the receiving party can demonstrate that such information:

- a. Is disclosed to the receiving party by a third party without the imposition of any obligation of confidentiality
 - b. Becomes known to the general public without fault of the receiving party;
 - c. Is developed by any employee or partner of the receiving party under any resulting contract who had no access to any information disclosed to such party under any resulting contract; or
 - d. Was previously known by the receiving party.
- d. ***Nonperformance*** In the event of any resulting contract, your company will be bound by the following terms relative to nonperformance:
- i. Your company shall correct all nonperformance upon verbal notification by STATE OF RHODE ISLAND.
 - ii. If your company is not responsive to the verbal notification, STATE OF RHODE ISLAND shall correct the nonperformance by using another company, or by any means it deems necessary and reasonable.
 - iii. In the event of nonperformance of your company's response time obligations as committed to, STATE OF RHODE ISLAND shall, at its option, take any one of the following actions:
 - a. Obtain a one hundred percent (100%) credit against charges relative to said incidence of nonperformance;
 - b. retain another company to remedy the nonperformance; and
 - c. Terminate the contract for failure to meet response time obligations on three (3) consecutive occasions or two (2) or more times in any given month.
 - iv. In any event of nonperformance, STATE OF RHODE ISLAND may terminate the contract upon written notification to your company.
 - v. Your company shall be considered in default of any resulting contract as aforementioned, or if there is any evidence of negligence regarding any aspect of the execution of the work to be performed. Your company shall be considered in default if any provision of this RFP or any resulting contract is not satisfied.
 - vi. In the event of termination for default, STATE OF RHODE ISLAND shall have against your company all remedies provided by law and equity.
- e. ***Right Of Termination*** In the event of any contract resulting from this RFP, STATE OF RHODE ISLAND reserves the right to terminate the resulting contract, rental or

lease of equipment, service, maintenance, or support arising from such resulting contract, at any time with or without cause, upon thirty (30) days' written notice, and seek a pro rata reimbursement for unperformed future services.

- f. **Assignment** Your Company shall not delegate or assign, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of STATE OF RHODE ISLAND.
- i. Upon STATE OF RHODE ISLAND'S consent to the foregoing, your company warrants that all said successors shall comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by your company. Furthermore, your company warrants that as a condition to any of the foregoing, your company shall covenant with each successor in writing that said successor shall be liable for any and all obligations arising from any resulting contract and for any non-waivable breach committed by your company in the past.
 - ii. At STATE OF RHODE ISLAND'S option, any such delegation, or assignment made without STATE OF RHODE ISLAND'S written consent shall relieve STATE OF RHODE ISLAND of its obligations arising as a result of a contract between STATE OF RHODE ISLAND and your company.
- g. **Right Of Refusal** Your proposal shall be submitted as response to this RFP that sets forth the proposed terms and conditions to be included in any resulting contract. Regardless of the outcome of the evaluation, STATE OF RHODE ISLAND shall not be under any obligation to contract for a Solution from you or any other company who has submitted a proposal.
- i. STATE OF RHODE ISLAND reserves the right to reject any and all proposals that are not in accordance with its goals, interests or in conformity with the instructions found herein. Even if all the requirements are met, STATE OF RHODE ISLAND reserves the right to reject your proposal, or that of any other company who has submitted a proposal.
 - ii. Proposals shall be evaluated based upon discounted rates, fees, quality of Services solution, responsiveness to the RFP, your company's qualifications, and experience. The company to be selected will, in the sole opinion of STATE OF RHODE ISLAND, best fulfill the requirements of this RFP.
 - iii. STATE OF RHODE ISLAND may, during the course of the evaluation, enter into negotiations with more than one (1) company simultaneously.
 - iv. Please note, no party will be permitted to submit a "re-bid". All responses to this RFP shall be considered final.

SECTION 8 - PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at David.Francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7458267** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus four (4) copies**) should be mailed or hand-delivered in a sealed envelope marked "RFP# 7458267 MAIL INSERTING MACHINE" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** describing the machine design as specified in Section 3.
4. **A separate, signed and sealed Cost Proposal** including appendix A.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CDRom, diskette, or flash drive)**.

Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

APPENDIX A: PRICING FORM

Model:	Price
Trade In for Pitney Bowes Series 8 Inserter	\$ -
Purchase Price (including trade)	\$
Year 1 60-month lease, with a \$1 buyout. - Monthly Price (including trade & service)	\$
Year 2-5 60-month lease, with a \$1 buyout. - Monthly Price (including trade & service)	\$
Year 1 60-month lease, with a \$1 buyout. – Term Price (including trade & service)	\$
Year 2-5 60-month lease, with a \$1 buyout. – Term Price (including trade & service)	\$
Year 1-5 60-month lease, with a \$1 buyout. - Monthly Price (including trade only)	\$
Year 1-5 60-month lease, with a \$1 buyout. - Term Price (including trade only)	\$
5 year Fixed Rate Service Support - Monthly Price (1st year free) 5x12 Mon-Fri	\$
7x24 Option	\$
5 year Fixed Rate Service Support – Annual Price (1 st year free) 5x12 Mon-Fri	\$
5 year Fixed Rate Service Support – Monthly Price (1 st year free) 7x24x365	\$
5 year Fixed Rate Service Support – Annual Price (1 st year free) 7x24x365	\$

Offeror:	_____
Address:	_____ _____
Taxpayer ID#:	_____
Authorized Agent:	_____
Title:	_____
Telephone & Fax#:	_____
E-Mail:	_____

Signature of Authorized Agent: _____

Date: _____