



**REQUEST FOR PROPOSAL (RFP) – BID# 7548392**

**TELECOMMUNICATIONS SERVICES (MPA-308)**

**SUBMISSION DEADLINE: Thursday, February 06, 2014 at 11:00 AM (ET)**

**PRE-BID CONFERENCE:**       **NO**  
     **YES** \_\_\_\_\_

**Mandatory:**     **NO**  
                                   **YES:** Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor’s failure to attend and register at the pre-bid conference shall result in disqualification of the vendor’s bid proposal as non-responsive to the solicitation.

**Buyer Name:** DANIEL W. MAJCHER, ESQ.  
**Title:** ASSISTANT DIRECTOR, SPECIAL PROJECTS

**QUESTIONS** concerning this solicitation must be received by the Division of Purchases at (rfp.questions@purchasing.ri.gov ) no later than (Thursday, January 23, 2014, 5:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid # ) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED:**            **NO**

**BOND REQUIRED:**                **NO**

**DISK BASED BID:**            **NO**

**NOTE TO VENDORS:**  
Vendors must register on-line at the Rhode Island Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

**THIS IS NOT A BIDDER CERTIFICATION FORM**

# 1 Introduction

## 1.1 Background and Purpose

The Rhode Island Department of Administration, Division of Purchases (“Division”), on behalf of the Rhode Island Division of Information Technology (“DoIT”) (the “State”), requests proposals from qualified firms and organizations for the provision of telecommunications services in accordance with the terms of this Request for Proposals (“RFP” or “Request”).

It is the intent of the State to use this solicitation to establish a qualified vendor list for a Master Price Agreement (“MPA 308” or “MPA”) for the services and equipment (together “services”) required by the State, and to make these services available to other State departments, and agencies via the Division of Information Technology.

These services and MPA pricing will also be available to State colleges, universities, cities, towns, public school systems, and quasi-public agencies within Rhode Island. Except as otherwise provided herein, these non-executive branch agencies and non-State governments or agencies may purchase from the Vendor the services on the same terms and maximum prices to which the State would be subject under any resulting agreement and all such purchases: 1) Shall constitute contracts between the Vendor and that government or entity; 2) All ordering and billing shall be between the Vendor and that government or entity; and 3) Shall not be enforceable against the State. Vendor bears the risk of determining whether or not a government entity or agency with which vendor is dealing is a State agency.

Although the State has in place existing MPA’s under which many of these services are currently being obtained by DoIT, the State is interested in establishing a new MPA to obtain such services, provide additional telecommunications technologies, potentially allow other vendors to participate, and provide a common agreement term and expiration date for services currently on different MPA’s. MPA 308 will be used to replace the existing MPAs as of or before they expire or terminate. The State anticipates cost savings and expanded flexibility from using this approach.

The term covered by this agreement is two (2) years with up to three additional one-year renewals at the sole option of the State. The State reserves the right to add new, related telecommunications services or technologies that are not part of this solicitation to the MPA via re-solicitation to the approved qualified vendors in the appropriate category.

**INCLUSION AS A VENDOR IN MPA 308 IS NO GUARANTEE THAT THE VENDOR WILL BE SELCTED FOR WORK DURING THE MASTER PRICE AGREEMENT PERIOD.**

## 1.2 Overview/Goals of MPA

The State purchases a significant portion of its telecommunications circuits and services via master purchasing agreements (MPA’s) through the Division of Purchases. As the

State transitions from its primarily Centrex-based environment to employ newer IP-based voice and PBX data technologies, it seeks to have the flexibility to deploy circuits and services to best meet the needs of our users. This RFP seeks to solicit information and pricing from multiple vendors from which the State can purchase desired telecommunications circuits and equipment on an as needed basis.

DoIT is responsible for the majority of the telecommunications services for the State of Rhode Island. A few State agencies/departments, such as the courts, procure and install their own telecommunications circuits and equipment. DoIT provides support and IP services to departments across the State utilizing a combination of frame relay and virtual area network circuits. Telephone services are provided through Centrex lines and PBX systems located in key departments throughout the State.

DoIT is implementing technology to deliver telephony services to State in a cost effective manner. This RFP, and the resulting MPA 308 will make available to DoIT an array of telecommunications circuits and services which can be deployed based on the particular application, including the use of IP-based voice services.

The present MPA by which DoIT obtains Centrex services for the State expires in 2014. As such, DoIT seeks to have a mechanism in place to have competitive, negotiated rates in place to allow the continued use of Centrex services, along with the migration to newer services where desired.

It is the State's intent to award contract(s) to qualified Vendors in order to simplify and bring pricing efficiencies to the telecommunications services we purchase. This does not mean that one Vendor will be contracted for all services.

### 1.3 Categories/Services Solicited

This RFP covers the following categories of services: Traditional Voice Services, VoIP Services, IP Data Services, Telephone Sets/Equipment, Conference Calling Services, Web/Video Conferencing, Professional Services and Wireless Machine to Machine Solutions, all as further detailed in the Technical Requirements, Section 6 of this RFP. The categories of services, as described in the Technical Requirements, Section 6 provide a means for Vendors to propose some or all of the services requested within this RFP.

### 1.4 Current Environment – DoIT, Executive Branch

1.4.1 DoIT provides telephone, voice messaging and IP data services to numerous locations and users throughout the State.

1.4.2 Dial tone for many locations is leased from Verizon via a Centrex product platform. Centrex handsets are mostly Nortel 2500 series analog phones and 5000 series digital phones (“P-phones”).

1.4.3 Station line estimates:

Analog Centrex lines:	5779
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Digital lines: 1693  
Multi-Line Hunt Group (MLHG): 114

1.4.4 DoIT leases a number of trunks and PRI circuits to support existing PBX systems at a number of locations. Approximate circuit counts:

Analog trunks: 433  
PRIs: 29  
Point-to-point T-1s: 4

1.4.5 DoIT has limited VoIP services but currently has phones deployed at DLT in a production environment

1.4.6 The primary IP data circuits currently utilized by DoIT are:

**OC12 Enhanced SONET Ring (3 nodes):**

- **Capitol Hill Node** – Supports DOIT Providence Campus: Department of Administration, Department of Transportation and Department of Health.
- **Warwick Datacenter Node** – Supports Datacenter services.
- **Pastore Complex Node** – Supports Pastore Center Campus: Department of MHRH, Department of Corrections, Department of Human Services, Department of Labor and Training, DCYF Training School and administrative offices, Governors Commission on Disabilities, Department of Elderly Affairs, Office of the Mental Health Advocate, Office of the Child Advocate and DMV Operator Control office.

**Frame Relay Network**

- 1 Capitol Hill aggregates 86 remote governmental office T1 connections into a single T3
- Johnston Datacenter terminates 14 additional T1 connections
- DEM, DLT, and DCYF utilize 32 additional T1 connections

**Virtual Area Network**

- Aggregates 47 DOT Field sites, 49 DOT Camera sites, 15 DEM sites to a 20MB switched connection.

1.4.7 Population

Approximately 12,000 state employees

## 1.4.8 Expenditures

**DoIT's approximate usage and expenditures for related telecommunications services for Fiscal Year 2013 are listed below. However, historical spending patterns are no guarantee of future expenditures.**

Centrex	Quantity	2013 Expenditures
<b><i>Centrex Circuits</i></b>		
Analog	5779	\$715,000
Digital	1693	\$260,000
MLHG	114	\$20,000
<b><i>Subtotal - Centrex Circuits</i></b>	<b><i>7586</i></b>	<b><i>\$995,000</i></b>
<b><i>Centrex Usage</i></b>	Minutes	
Local	1,759,897	\$26,398
Toll	274,210	\$4,113
<b><i>Subtotal - Centrex Usage</i></b>	<b><i>2,034,107</i></b>	<b><i>\$30,511</i></b>
<b>Total - Centrex</b>		<b><i>\$1,025,511</i></b>
<b>Long Distance Services</b>	Minutes	2013 Expenditures
Intrastate	997	\$28
Interstate	415,743	\$11,200
International	3,272	\$353
Conference Calls	199,990	\$11,785
<b>Total - Long Distance Services</b>	<b>620,002</b>	<b>\$23,366</b>
<b>Data Circuits</b>	Quantity	2013 Expenditures
ISDN	42	\$16,000
SONET	3	\$60,000
Frame Relay	132	\$360,000
Virtual Area Network(VAN)	111	\$125,000
<b>Total - Data Circuits</b>	<b>288</b>	<b>\$545,000</b>

## 2 Instructions to Bidders

### 2.1 Instructions and Notifications

This document constitutes a Request for Proposal, not an Invitation for Bid. In addition to price, responses will be evaluated based upon a variety of criteria including, but not limited to, price, service quality, and vendor qualifications and capability. Multiple vendors may be selected for award listing to provide the opportunity for DoIT and other State agencies, Colleges, Universities, Municipalities and eligible entities to purchase telecommunications services as needed to support the changing environment and requirements for the State.

#### 2.1.1 General Conditions

This contract will be awarded under the State's General Conditions of Purchase which are available on the Internet at: <http://www.purchasing.ri.gov>

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.

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.

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.

Proposals are considered to be irrevocable for a period of not less than one hundred and twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent or Chief Purchasing Officer.

Unless otherwise indicated in this RFP, all pricing submitted will be considered to be firm and fixed, not-to exceed and the Vendor's best pricing. After inclusion in MPA 308, the State reserves the right to further negotiate better pricing.

Proposals misdirected to other State locations, or which are otherwise not present in the Division of Purchases 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 of Purchases. **PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.**

It is intended that an award pursuant to this MPA 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.

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](http://www.purchasing.ri.gov). Please include with original proposal only.

The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

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.

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.

Equal Employment Opportunity (RIGL § 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 or [Raymond.lambert@hr.ri.gov](mailto:Raymond.lambert@hr.ri.gov).

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).*

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](http://www.mbe.ri.gov) or contact [charles.newton@doa.ri.gov](mailto:charles.newton@doa.ri.gov).

There will be no public opening and reading of responses received pursuant to this RFP, other than to name those Vendors who have submitted responses.

**INCLUSION AS A VENDOR IN MPA 308 IS NO GUARANTEE THAT THE VENDOR WILL BE SELCTED FOR WORK DURING THE CONTRACT PERIOD.**

## 2.2 Additional Terms and Conditions

### 2.2.1 Applicable Codes and Regulations

All work based on this MPA 308 must conform to all applicable Federal and State of Rhode Island and Providence Plantations' laws, regulations and policies and all local laws, ordinances and to the regulations of the local utility companies. The work must be in accordance with the requirements of the National Bureau of Fire Underwriters, the National Electrical Code, the Occupational Safety and Health Administration (OSHA), the Americans with Disabilities Act (ADA) and the Codes and the recommendation of Bell System Practice, EIA/TIA 568, 569 Commercial Building Wiring Standards and any subordinate clauses contained in the Building Industry Consulting Service International, Inc. (BICSI) Telecommunications Distribution Methods Manual and not addressed by the EIA/TIA 568 and 569 Standards Documents. In the event that a conflict or interpretive difference occurs between the EIA/TIA documents and the BICSI Telecommunications Distribution Methods Manual, the EIA/TIA 568 and 569 documents shall prevail. The bidder must possess a valid Rhode Island Telecommunications Systems Contractor

license where required, and all employees working on this job must possess the appropriate Rhode Island Telecommunications license for the level of work they are performing. The bidder must be certified to install the selected products and components used on this project.

The above requirement includes, but is not limited to, the current edition of the National Electrical Code, the National Board of Fire Underwriters Standards, Life Safety Code, Standards, rules and regulations of the State of Rhode Island.

**Additionally, the terms and conditions are subject to State Procurement Regulations and the State's General Conditions of Purchase, available at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>**

#### 2.2.2 Taxes

Vendor's bid proposals shall exclude all taxes. The State is exempt from sales and use taxes and federal taxes. This statement does not mean the Vendor is exempt from such taxes.

#### 2.2.3 Insurance

The selected Vendor shall be required to have the Insurance detailed in Exhibit 1, attached hereto and made a part hereof.

#### 2.2.4 Vendor Activities

Vendor must notify State before undertaking any work that may affect normal business operations. Vendor must not compromise the safety, security or self-respect of any employees of the State in any way. The State reserves the right to insist that any individual under the direction of the Vendor may, without a statement of cause, be taken off this project. The Vendor will comply without compromising schedules or other contract terms.

#### 2.2.5 Site familiarity

Each Vendor is responsible for being knowledgeable of all conditions of these specifications. Each Vendor, by making a bid, represents that the bid documents have been read and understood and the site has been visited and the Vendor is familiar with the local conditions under which the work is to be performed. This includes the first-hand inspection and understanding of each individual building's cable distribution peculiarities. No approval for additional funds will be given for work resulting from the vendor or its subcontractors being unfamiliar with the conditions under which the work is to be performed.

#### 2.2.6 Permits

The Vendor is responsible for obtaining all municipal permits and inspections as mandated by law for any work performed under this MPA.

### 2.2.7 State Purchasing Policies

All contractors and subcontractors will be subject to policies, procedures, and legal terms and conditions of the State (as posted on the purchasing website and/or part of or attached to this solicitation). Violation of policies and procedures by vendor may be cause for termination of contract and elimination from participation under this MPA.

### 2.2.8 Bonding

The Vendor is required to provide a bid surety bond in the amount of 5% of the bid amount.

### 2.2.9 NDA's, BCI's and BAA's

The Vendors selected for this MPA 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 MPA. 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.

### 2.2.10 Drug Tests

The State reserves the right to require drug test(s), at Vendor's expense, on individuals prior to beginning work.

### 2.2.11 DoIT Policies

All contractors hired for this MPA agree to adhere to all applicable DOIT IT policies. Such DOIT IT policies may be located at [www.doit.ri.gov](http://www.doit.ri.gov).

### 2.2.12 Compliance

Vendor shall also perform its services in compliance with all applicable federal, State, applicable agency, entity the services are being performed for, and local: laws, rules policies, ordinances, orders, procedures and regulations in effect at the time the services are performed and also in effect for specific sites.

### 2.2.13 Additional terms and conditions are attached hereto and made a part hereof as Exhibit 2.

The State reserves the right to require additional terms and conditions when entering into individual engagements with Vendor(s).

### 2.2.14. Form Contracts and tariffs

Form contracts and terms that differ from this RFP submitted as part of the Vendor's proposal are rejected and shall not be a part of any award to a Vendor. Vendor shall make any necessary filings with the PUC and FCC, as required by law, which shall incorporate rate-affecting terms and conditions contained in the RFP, and which shall be construed consistent with this RFP. In all cases, State terms and conditions in this RFP take precedence over any tariff terms and conditions.

### 3 Proposal Submission

Questions concerning this solicitation may be e-mailed to the Division of Purchases in accordance with the instructions on page one of this solicitation. Please reference **RFP # 7548392 – MPA-308** 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) 222-3766 or [lynda.moore@doit.ri.gov](mailto:lynda.moore@doit.ri.gov)

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact regarding this RFP is 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 of each a technical and cost proposal**) shall be mailed or hand-delivered in a sealed envelope marked "**RFP # 7548392-MPA-308 Telecommunications Services – DoIT**" to:

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

NOTE: The Vendor assumes responsibility for proposals submitted by mail or commercial delivery service. 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 four-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](http://www.purchasing.ri.gov)

2. A completed and signed W-9, included with the original proposal only, downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. **A separate Technical Proposal (an original plus four (4) copies)** consisting of two parts: Vendor's response to Section 5, Vendor Capability, Capacity and Qualifications; and, Vendor's response to Section 6, Technical Requirements.
4. **A separate, signed and sealed Cost Proposal (an original and four copies). Cost proposals and technical proposals may be shipped in the same container, but the cost proposal shall be in a sealed envelope.**
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." The electronic copy must be separated as required for the hard copies. If there are discrepancies between the written copy and electronic copy, the written copy shall govern.

## 4 Evaluation and Selection

The State will commission a Technical Review Team, which will evaluate and score all proposals, using the following scoring criteria:

### Technical Evaluation:

- Vendor capability, capacity, and qualifications 35 points  
(minimum 25 out of 35 points)
- Compliance to technical specifications 35 points  
(minimum 25 out of 35 points)

### Cost Evaluation:

- Not to exceed costs 30 points

Proposals must receive a minimum score of 25 out of 35 points for Vendor's Capability, Capacity, and Qualifications.

Vendor must also receive a minimum score of 25 out of 35 points for Vendor's Compliance to Technical Specifications for each of the 7 major categories detailed below in Section 6 in which Vendor is proposing services. If Vendor wishes to propose any services in a particular category, Vendor must respond to the technical specifications

relating to those proposed services. Failure to respond to the technical specifications for specific services in a category will disqualify Vendor from offering those specific services in that category.

For each category's services, Vendors who meet both minimum scores for Capability, Capacity and Qualifications and Compliance to Technical Specifications, and provide a price not to exceed, will then be eligible to have their costs for services ranked within that category. Vendors failing to achieve the 25 point threshold for each category will not be considered further.

Again, proposals must receive a minimum score of 25 out of 35 for Vendor Capability, Capacity and Qualifications and a minimum score of 25 out of 35 for Compliance to Technical Specifications for each proposed category and the services Vendor is offering therein (as described in the Compliance to Technical Specifications, Section 6) to warrant review of the Cost Proposal. As the Compliance to Technical Specifications is evaluated individually for each category's services, a Vendor may be qualified in one category's services and not another. **INCLUSION AS A VENDOR IN MPA 308 IS NO GUARANTEE THAT THE VENDOR WILL BE SELCTED FOR WORK DURING THE CONTRACT PERIOD.**

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 and the total points available are twenty (20), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 20 = 13$$

After establishing which Vendors are qualified in each category to provide the specific service(s), the top seven (7) Vendors with the highest combined score from all three scoring criteria will be included in the MPA award. Scoring shall be determined by a combination of the scores obtained for Vendor's Capability, Capacity and Qualifications, Vendor's Compliance to Technical Specifications and Not to Exceed Cost.

The State or any entity using the MPA must then solicit quotes from the qualified Vendors for any service or products listed in the MPA and may further negotiate (downwards) the price for the service(s) from at least three (3) of the top seven (7) scoring Vendors for the service(s). A Purchase Order for that particular service will then be issued.

For example: the original not to exceed pricing would include initial pricing for a voice circuit to include the install charge, monthly circuit charge, usage rates for local and long distance, etc. The secondary set of quotes from a minimum of three from the top seven vendors would be solicited for the final award.

Vendor does not have to provide pricing for every type of circuit/service/device requested in a category to be qualified for the category, but must include a price not-to-exceed for the items being proposed.

All proposals are to be based on one circuit /line with no discounts for multiple lines or length of service. The State does not want to have pricing based on the total monetary relationship we have with a Vendor.

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. 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.

The State reserves the right in its sole discretion to continue certain services under the prior MPA 308 if a transition needs to be made to a new Vendor.

#### **Miscellaneous**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to further negotiate price, to require a best and final, 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.

## **5 Vendor Capability, Capacity, and Qualifications**

Please respond to the following information requests. The results will be used to evaluate the Vendor's score for Capability, Capacity, and Qualifications. A minimum required score, as described in the Evaluation Criteria section, is required for Vendor's proposed equipment and services to be considered.

### **5.1 Corporate Overview**

Provide a brief corporate overview (2 pages or less).

### **5.2 Customer Support Team**

Identify the key sales, engineering, and technical support contacts who would be assigned to support the Customer for the services proposed under this MPA.

### **5.3 Corporate Employees**

Describe the number of employees that vendor currently employs nationally.

### **5.4 Local Employees / Job Functions**

Describe the number of employees, grouped by job function, that vendor currently employs in the Rhode Island area.

### **5.5 Local Installation / Repair Technicians**

Of these RI area employees, how many are certified installation / repair technicians for the equipment / services being proposed? (Provide a breakdown by equipment / service type if available.)

### **5.6 Support Capability, Capacity, and Procedures**

How does the Customer summon repair services for the equipment / services being proposed? Provide telephone numbers, identify parties responsible for responding, and describe response time and escalation procedures, both for service during business hours and for emergency service on weekends, holidays or during non-standard working hours. Explain your Service call response system. Once a service call is placed does it remain open until resolved or does it take multiple trail & error tickets to resolve an issue.

### **5.7 Billing, Account Management, Reporting, Auditing, Ordering/Terminating, Meetings**

Provide an overview of the billing, account management, billing dispute resolution mechanism and timing, ability of Vendor to provide self-audit at no charge of invoices for services, and reporting capabilities features and tools you provide, including electronic and web-based access to billing records, reporting, account management, etc. If applicable, provide a copy of a sample bill (hard copy, electronic copy, and/or link to an online version).

Describe procedure and timing for ordering and termination of services. Services are ordered/terminated by DoIT centrally for the State including the colleges and universities, but excluding non-executive agencies (including the courts), municipalities, school districts and quasi-public agencies.

Describe overview of any proposed scheduled or requested meetings.

## 5.8 References

Provide a list of at least three references, including contact names and numbers. Please include at least one reference from a public institution.

## 5.9 Corporate Financials

The Vendor shall provide of an overview of the Vendor's corporate financials. Upon request during the evaluation process, the Vendor may be required to submit the most current audited financial report for the Vendor. The Vendor responding to this RFP must demonstrate financial responsibility. The Division of Purchases, in its sole discretion, may disqualify any Vendor based on concerns regarding the Vendor's financial situation or ability to perform under the contract.

5.10 An Affirmative Statement from the Vendor that it can perform in accordance to each of the technical requirements described in Section 6.

# 6 Technical Requirements

## Categories of Service

The system requirements for the items and services requested within this MPA are divided into 7 major categories, each containing one or more individual components. The responses to the requirements for each major category will be used to evaluate the Vendor's Compliance to Technical Specification score. A minimum required score, as described in the Evaluation Criteria section, is required for Vendor's proposed equipment and services to be considered. Vendor does not have to offer services in all major categories, or offer every individual item in each major category. However, if Vendor wishes to propose any services in a particular major category, Vendor must respond to the technical specifications relating to those proposed services. Failure to respond to the technical specifications for that service in a major category will disqualify Vendor from offering that service in that category. Finally, the Vendor shall expressly identify in its technical proposal which categories the Vendor is proposing services.

The major categories are listed below. Each will have a subsequent section in the Technical Requirements, describing the individual items requested and the associated specifications and requirements.

- **Traditional Voice Services**
  - Local access loops
  - Long distant domestic
  - Long distant international
  - Incoming toll free
  - Incoming toll free international
  - Calling card
  - Hosted contact center solutions
- **Voice-over-IP (VoIP) Services**
  - IP long distant

- IP long distant International
- IP toll free
- Internet access and CPE bundles
- Managed internet bundles
- Managed private MPLS/VPLS bundles
- Managed IP communications
- Vendor D-Dos mitigation
- **IP Data Services**
  - Private line
  - Ethernet private line
  - Optical wave private line
- **Phone Sets / Equipment**
  - Juniper
  - Cisco
  - Ciena
  - Avaya
- **Conference Calling Services**
  - Audio & web conferencing
- **Professional Services**
  - Managed hosting
  - Professional services
  - Colocation services
  - Security services
  - Network management services
  - Optical management services
  - Hosted fax services
- **Wireless Machine to Machine Solutions**

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.

## 6.1 Traditional Voice Services

This category includes traditional analog and digital voice circuits and associated services.

### 6.1.1 Centrex

A number of State Agencies are currently using Centrex services via existing MPA agreements. DOA, URI, and other State Agencies reliant on Centrex services, seek to continue to provide Centrex services to their users after the expiration of the existing MPA agreements. Vendors wishing to propose Centrex service must meet the following requirements:

- 6.1.1.1 **Standard feature listing:** Provide a listing of the standard feature set included with proposed Centrex service.
- 6.1.1.2 **Optional feature listing:** Provide a listing of available, optional features available with proposed Centrex service.
- 6.1.1.3 **Support for existing Customer telephone Sets:** For Customers currently using Centrex services, Vendors other than the incumbent provider must either support Customer's current phone sets, or make available alternative sets that function with the proposed Centrex service, and provide pricing for these phones in the Cost section.

Vendor must state if existing phones are supported by Centrex service being proposed, and if not, propose alternate sets as described above.

- 6.1.1.4 **Installation / Cutover of existing Customer Centrex lines:** For vendors offering to transition existing Customer Centrex lines to their Centrex service, provide details of how you would transition a significant number of Centrex users to your service. This should include:

- What new infrastructure, equipment, and or circuits you will need to install
- How users will be cut over to your service (e.g., use of temporary tie lines between existing and new systems)
- Your process for porting existing Centrex numbers (see next section)
- Requirements from Customer telecommunications staff to support transition
- Schedule / timeline for initial installation

This cutover process is critical for State Agencies, as there are a large number of existing Centrex users. Vendors other than the incumbent seeking to provide Centrex services, must detail the cutover process as described above, and specify the cutover date to allow the State to arrange for an extension of existing Centrex agreement. For incumbent provider, describe the process to move from the current agreement to the new agreement under this MPA, including any service disruptions or billing changes.

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 MPA will be rejected as being non-responsive.

- 6.1.1.5 **Porting of existing Centrex numbers:** For vendors offering to transition existing Customer Centrex lines to their services, state the ability to port existing Centrex telephone numbers and provide a description of the process.

This porting process is critical, as there is a large quantity of existing Centrex numbers, which make up the bulk of the 222 exchange. Because of extensive use

of published Centrex numbers by DOA, vendors other than the incumbent provider must provide the ability to port the existing 222 numbers to their Centrex service (this is critical for some executive staff not required for all areas). Include details regarding the vendor's number porting process as part of installation / cutover process in the previous section.

- 6.1.1.6 **Voice Mail:** For Customers who wish to purchase voice mail as part of vendor's Centrex services, provide an overview of voice mail offerings, and include pricing in the Cost Section.

Vendor, other than the incumbent provider, should provide an overview (along with pricing in the Cost section) of how integration of proposed Centrex service with the campus voice mail systems will be accomplished.

- 6.1.1.7 **Installation period for new lines:** Describe the typical installation period for a new individual Centrex line.
- 6.1.1.8 **Additional / replacement phones:** Vendors who wish to supply additional or replacement phones for use with proposed Centrex service should refer to the Phone Sets / Equipment category.
- 6.1.1.9 **Usage rates:** See below
- 6.1.1.10 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed Centrex services. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.

## 6.1.2 POTS / Measured Business

Customers may wish to utilize standard POTS / Measured Business (1MB) lines in locations instead of Centrex for some or all locations. Vendors proposing POTS lines must meet the following requirements:

- 6.1.2.1 **Standard feature listing:** Provide a listing of the standard feature set included with proposed POTS / 1MB service.
- 6.1.2.2 **Optional feature listing:** Provide a listing of available, optional features available with proposed POTS / 1MB service.
- 6.1.2.3 **Installation period:** Describe the typical installation period for a new individual POTS / 1MB line.
- 6.1.2.4 **Usage rates:** See below
- 6.1.2.5 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed POTS / 1MB service. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.
- 6.1.2.6

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.

### 6.1.3 PRI / Voice T-1

Vendors proposing PRI / voice T-1 services must meet the following requirements:

- 6.1.3.1 **Service locations:** Specify the service areas in Rhode Island where you are or are not able to provide T-1 and/or PRI services to Customers. To offer PRI service, specify the central offices / service locations where you would provide PRI services to the location.
- 6.1.3.2 **PRI standard feature sets / requirements:** Provide a listing of the standard (and optional at no additional charge) feature sets and system configuration / requirements for your PRI trunking service. Let us know if you provide digital trunking services.
- 6.1.3.3 **Additional features:** Provide a listing of additional features available with your PRI services (include pricing in the Cost section).
- 6.1.3.4 **Porting of existing Centrex numbers:** Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or T-1/PRI circuits to your PRI service. Include details regarding the vendor's number porting process as part of the PRI installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks).

As described previously, some users will need to retain its existing numbers in the 222 exchange. If DoIT elects to install PRI circuits at one or more locations to migrate existing Centrex users, Vendor must provide the ability to port existing 222 Centrex numbers as DIDs over to their PRI service.

- 6.1.3.5 **Installation period:** Describe the typical installation period for a new PRI circuit.
- 6.1.3.6 **Usage rates:** See below
- 6.1.3.7 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed PRI service. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.
- 6.1.3.8 **Reliability / Failover capability:** Detail what standard and optional services you can provide to help maintain business continuity for PRI services. This should include a description of manual or automatic processes available for redirecting incoming calls in the event of a PRI outage or overflow situation. Describe these capabilities with respect to redirecting incoming calls to any/all of the following:
  - Another PRI provided by Vendor
  - An alternate service (such as SIP trunks) provided by Vendor
  - A circuit from another provider

This legacy technology is being sunsetted as of July 2015 alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are required and need to be fully integrated and implemented for July 2015. 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.

## 6.1.4 Call Center Services

This section includes services to support call center / customer service environments. Vendors proposing call centers services must meet the following requirements:

### 6.1.4.1 Automatic Call Distribution (ACD)

Provide an overview of your ACD system capability and features. Provide system capacity / size limitations, including those for:

- Simultaneous agents
- ACD groups / subgroups
- Active agents per group
- Priority queues

### 6.1.4.2 Agent / Supervisor features

- Provide standard and enhanced feature lists, including:
- Ability to configure individual agent system features, class of service
- Supervisor assistance / silent monitoring of agent calls
- Real time reconfiguration of system configuration (call routing, sign on/off agents, move agents between groups, etc.)

### 6.1.4.3 Call routing features

Describe standard and optional call routing features, including:

- Routing based on DNIS / DID number of call
- Time of day routing
- Routing by software vector or other flexible routing methods
- Automatic overflow / routing based on number of calls in queue or wait time
- Routing to Interactive Voice Response menus
- Routing by voice recognition

### 6.1.4.4 Reporting

Describe standard and optional reporting capabilities, including:

- Real time statistics on calls in queue, longest wait time, active agents, etc.
- Historical reporting of performance statistics over specified time increments
- List of standard text and graphical reports
- Capability for customized reports
- Delivery methods, supported file formats for reports

If available, provide sample reports (a valid link to online samples or supplemental file on the requested electronic version of your response is sufficient.)

### 6.1.4.5 Supported interfaces

Identify what interfaces are supported with your call center services, such as

- PRI trunking
- Centrex
- Analog loop start

- Ground start
- E&M
- IP trunks
- Other?

#### 6.1.4.6 Supported telephone sets

Identify what telephone set types are supported with your call center services.

#### 6.1.4.7 Remote Agents

Specify capability and requirements for your system to support remote (such as home-based) agents, along with the associated features and limitations.

#### 6.1.4.8 Interactive Voice Response (IVR)

Provide an overview of your IVR system capability and features. Provide system capabilities / size limitations, including those for:

- Number of menus/submenus supported
- Support for multiple greetings based on time of day, call information, etc.
- Call routing capability based on call information, time of day, voice recognition, etc.
- Options for customer vs. professional recording of greetings

#### 6.1.4.9 Integrated Web-based services

Provide an overview of any web-based services you offer to support call center functions. Provide system capabilities, size limitations, and system requirements, including those for:

- Call management via web interface
- Real time queue/performance information delivered to agent workstations
- Web collaboration
- Other

#### 6.1.4.10 Usage Rates (see below)

### 6.1.5 Usage Rates

For the services proposed in this category, vendor must provide corresponding usage rates in the Cost section, and meet the following requirements:

6.1.5.1 **Dedicated vs. Switched rates:** In the cost section, include any rate differences for the proposed services (Centrex, POTS, PRI).

6.1.5.2 **Billing increments, per call charges:** Provide a description of the billing increments used for usage charges (e.g., whole minutes, tenths of minutes, seconds). Also specify any per call charges that apply to any requested usage rates.

6.1.5.3 **Service rates:** Provide usage rates in the Cost section for all available services (local, intrastate, interstate, international, toll free, calling card, etc.)

6.1.5.4 **Flat rate usage:** Provide a description (and corresponding pricing in the Cost section) for any flat rate usage packages you offer.

## 6.2 VoIP Services

This category includes voice over IP (VoIP) based services. DoIT is seeking the ability to purchase VoIP solutions to supplement or replace traditional voice services. Vendors wishing to provide VoIP services should respond to the following items.

### 6.2.1 SIP Trunks

Customers are interested in IP-based voice trunks for a number of applications, including:

- Overflow / redundancy for voice traffic from traditional voice trunks
- Route diversity of voice traffic for disaster recovery / business continuity
- Ability to use excess IP bandwidth to carry voice traffic, potentially reducing overall costs
- As primary carrier access for in/out calls for some customer groups.

Vendors proposing SIP trunks must meet the following requirements:

- 6.2.1.1 **Connection points:** Specify available locations / connection points on your network where VoIP traffic from (DoIT/Agency) could be routed to the public switched telephone network. Include a description of your ability to provide SIP trunks from an alternate connection point from your traditional voice trunks, offering Customers a diverse path for voice traffic.
- 6.2.1.2 **Trunk capacity:** Specify your available options for SIP trunk capacity, including the minimum required service, and the number of simultaneous calls that can be supported for each option using standard compression formats (including no compression.)
- 6.2.1.3 **Supported switches:** Specify what brands/models of VoIP switches, call control systems, etc. are certified and/or tested for interoperability with your SIP trunking services.
- 6.2.1.4 **Gateway for non-SIP PBX equipment:** Do you offer for lease or purchase a gateway or similar device to allow use of your SIP trunks with PBX equipment that is not currently SIP enabled?
- 6.2.1.5 **Porting of existing telephone numbers:** Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or T-1/PRI circuits to your SIP service. Include details regarding the vendor's number porting process as part of the SIP installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks).

As described previously, DOA will need to retain its existing numbers in the 222 exchange. If the DoIT elects to install SIP circuits at one or more locations to migrate

existing Centrex users, Vendor must provide the ability to port existing extension Centrex numbers as DIDs over to their SIP service.

- 6.2.1.6 **Installation period:** Describe the typical installation period for new SIP trunking services.
- 6.2.1.7 **Usage rates:** See below
- 6.2.1.8 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed SIP trunking services. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.
- 6.2.1.9 **Reliability / Failover capability:** Detail what standard and optional services you can provide to help maintain Customer business continuity by utilizing SIP trunks. This should include a description of any available capability to automatically redirect incoming calls between your SIP trunks and your traditional PRI trunks in the event of an outage or overflow situation of either circuit.

## 6.2.2 Hosted VoIP / IP Centrex

Customers may have interest in utilizing hosted VoIP (or IP Centrex) services to support some or all of their users.

Vendors proposing hosted VoIP / IP Centrex services must meet the following requirements:

- 6.2.2.1 **Overview:** Provide a brief overview of your hosted VoIP offering(s), including features, benefits, and capabilities
- 6.2.2.2 **Phone sets:** Describe what IP phone set brands / models are supported with your hosted VoIP service. What is the process for the Customer to obtain IP phones for use with your hosted service (e.g., purchase from you, purchase separately, included as part of monthly service fees, etc.)?
- 6.2.2.3 **Deviceless service:** For some Customer applications there may be an issue for deploying VoIP services is the cost, security, and maintenance of the IP sets. Of particular interest in these locations is a "deviceless" service, where customers could take advantage of the hosted IP service without requiring the State to provide IP phone sets for that respective location. This could be accomplished with the use of IP softphones, or by providing a means to forward their assigned phone number to a personal cell phone or other phone set. Describe what features / capabilities your service offers that would be well suited to this type of environment.
- 6.2.2.4 **IP circuit requirements:** Provide a description of the requirements for the IP circuits between Customer and the connection point to your hosted VoIP service. Is a new, dedicated IP circuit (or circuits) required or can the Customer utilize existing IP capacity?
- 6.2.2.5 **Standard feature listing:** Provide a listing of the standard feature set included with your proposed hosted IP / IP Centrex service.
- 6.2.2.6 **Optional feature listing:** Provide a listing of available, optional features available with your proposed hosted IP / IP Centrex service. This should include voice mail services.

- 6.2.2.7 **E911:** Specify how your hosted IP / IP Centrex service supports E911 requirements.
- 6.2.2.8 **Porting of existing telephone numbers:** Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or T-1/PRI circuits to your hosted IP service. Include details regarding the vendor's number porting process as part of the hosted IP installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks).

As described previously, some users will need to retain its existing numbers in the 222 exchange. If DoIT elects to install PRI circuits at one or more locations to migrate existing Centrex users, Vendor must provide the ability to port existing 222 Centrex numbers as DIDs over to their PRI service.

- 6.2.2.9 **Integration with existing analog / digital voice services:** Describe how users of your hosted VoIP service will integrate with users of Customer's existing analog / digital services, in terms of an integrated dial plan, usage charges for calling other members of the organization, and access to Customer's internal voice mail servers.
- 6.2.2.10 **Installation / Cutover:** Describe the process for installation / cutover of end users from existing Centrex service to your hosted VoIP / IP Centrex service.
- 6.2.2.11 **Installation period:** Describe the typical installation period for new hosted VoIP services.
- 6.2.2.12 **Usage rates:** See below
- 6.2.2.13 **Network reliability:** Describe the reliability / redundancy provided for on your hosted VoIP / IP Centrex service network.
- 6.2.2.14 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed hosted VoIP services. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.

### 6.2.3 Usage Rates

For the services proposed in this category, vendor must provide corresponding usage rates in the Cost section, and meet the following requirements.

- 6.2.3.1 **Dedicated vs. Switched rates:** In the cost section, include any rate or per call charge differences for the proposed services (SIP trunking vs. IP Centrex services).
- 6.2.3.2 **Billing increments:** Provide a description of the billing increments used for usage charges (e.g., whole minutes, tenths of minutes, seconds)
- 6.2.3.3 **Service rates:** Provide usage rates in the Cost section for all available services (local, intrastate, interstate, international, toll free, etc.)
- 6.2.3.4 **Flat rate usage:** Provide a description (and corresponding pricing in the Cost section) for any flat rate usage packages you offer.

## 6.3 IP Data Services

This category includes IP data circuits and related services. The State utilizes a wide range of IP circuits to support their operations throughout Rhode Island. Many of these circuits are purchased under existing MPAs that expire at different times (as early as June 1, 2014). The State seeks to allow Customers to continue to have access to continue with and obtain new IP circuits at the expiration of existing MPA agreements, and to have a common agreement term in the future for these services. Vendors wishing to propose IP data circuits should respond to the following:

6.3.1 **Overview of IP data offerings:** Provide a brief overview of your available IP data circuit offerings, including available transport media (copper T1/T3, fiber, HFC, satellite, microwave etc.), services / protocols (frame relay, SONET, ATM, MPLS, TLS, point-to-point, etc.), and available bandwidth options.

6.3.2 **Installation / Cutover of IP data circuits:** For vendors offering to transition existing Customer IP circuits to their service, provide an overview of how you will transition to your services. This should include:

- What new infrastructure, equipment, and or circuits you will need to install
- Requirements / processes for cutover to minimize end user disruptions
- Requirements from Customer IT staff to support transition
- Schedule / timeline for initial installation

Vendors other than the incumbent seeking to provide Centrex services to State must detail the cutover process as described above, and specify the cutover date to allow the State to arrange for an extension of existing Centrex agreement.

6.3.3 **Installation period:** Describe the typical installation period for new IP data circuits requested by the Customer.

6.3.4 **Network reliability:** Describe the reliability / redundancy you provide on your IP network with respect to the services being proposed. Include what offerings you may have for the installation and implementation of backup data networks for the State to be used as either a load balanced solution or as an exclusive backup only circuit.

6.3.4.1 **Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed IP data services. You should include a paper copy of the SLA. SLA's cannot contain provisions contrary to the terms of this RFP and must be acceptable to the State.

6.3.5 **Private Line Service:** ("Private Line Service") provides DS-1, DS-3, Optical SONET (OC-n) circuits, optical wavelength circuits and Ethernet Private Line ("EPL") for Customer's use between two (2) demarcation points specified by the parties and meeting the technical requirements requested. This SLA applies to the End-to-End circuit between demarcation points. The End-to-End circuit does not include the Customer's premises equipment, any third party equipment other than equipment furnished by Local Exchange Carriers as part of their access services, any Customer application on a covered

circuit, or in-house wiring and be able to customize this service to meet varying connectivity needs.

- Choice of bandwidth levels
- Protected service standard
- Card protection available
- Bandwidth aggregation
- Point-to-point or dedicated ring configuration
- Scalable and redundant connectivity for greater security and protection

6.3.6 **Internet Service:** (“Internet Service”) provides IP access and local loop access, on a IP Network with speeds up to 10 Gbps. The demarcation points for the service will be your IP port and your Point-of-Presence (“POP”) and the Customer’s location with a demarcation point specified by the parties in a Service Order. This SLA applies to the End-to-End circuit between demarcation points. The End-to-End circuit does not include the Customer's premises equipment, any third party equipment other than equipment furnished by Local Exchange Carriers as part of their access services, any Customer application on a covered circuit, or in-house wiring,

- Suite of services spanning broadband, dedicated, fiber-to-the-premises (FiOS), and VPN options, designed to provide global availability, secure accessibility, reliable performance, and swift Navigation.

6.3.7 **Dedicated Internet Access:** Dedicated Internet Service consists of a secure, managed, fully interoperable and scalable suite of ports ranging from fractional T-1 (FT-1) to OC-48, including all Ethernet speeds.

- 99.999 percent network availability
- 50 millisecond on-net latency/95 millisecond off-net latency
- 99.5 percent packet delivery
- Two millisecond jitter
- 10-minute outage notification via your preferred method: e-mail, fax and/or page
- 24x7 customer service

6.3.8 **Dark Fiber:** For connecting to a remote data center for data backup and mirroring to linking multiple locations for shared efficiencies and transmission of large data files.

- Unlimited bandwidth
- Complete control of network performance and growth
- Unparalleled network security
- Increased transmission speeds of up to 2 terabits per second
- Point-to-point or dedicated ring configuration available

6.3.9 **Ethernet Service:** Using standard LAN interfaces provide a connection from state locations via Ethernet. It can also be used to support applications such as LAN-to-LAN connectivity, storage area networking, Internet access and business continuity solutions. The connection must provide an Ethernet handoff via fiber optics with a 100 Base Tx

interface over category 5 twisted pair cable. (Gigabit Ethernet provided via 1000BaseT, 1000Base5x or 1000BaseLX.)

- Connectivity via fiber optics
- Scalable from a minimum of 1.5 Mbps up to 10 Gbps
- Point-to-point or dedicated ring configurations
- Transparent packet transmission between locations supporting jumbo frames, VLAN tagging and VLAN stacking
- On-net 24x7x365 monitoring
- Maximum flexibility and control of the network
- Reduced costs through efficient data transport options via fiber

6.3.10 **Private IP:** A network-based virtual private network (VPN) enabling the state to effectively communicate over a secure network. To provides the foundation for automating business processes between Agencies including e-commerce, shared intranets, and extranets. Private IP:

- Based on MultiProtocol Label Switching (MPLS), which enables Private IP to separate traffic through a VPN, resulting in the security and Quality of Service (QoS) of Layer 2 switching with the scalability and any-to-any connectivity of IP.
- Available as a non-managed transport or as a Managed Services solution. Non-managed transport can use the Remote Configuration feature to outsource implementation to in specified markets.
- Standard service offers Internet Engineering Task Force (IETF) Differentiated Service (DiffServ) class of service. Private IP's Enhanced Traffic Management (ETM) enables DoIT to prioritize their traffic and assign classes of service distinguished by different levels of packet loss and jitter.
- Must provide advanced network assessment, reporting, dynamic bandwidth, and packet marking tools, allowing DoIT to fine-tune their networks to optimize performance, gain visibility, and achieve new levels of cost-efficiencies

6.3.11 **FiOS or similar service:** Internet and TV for Business are advanced fiber-optic-based services providing an unparalleled amount of bandwidth for lightning-fast broadband Internet access and television.

6.3.12 **Integrated Optical Service or similar service:** (IOS) a fully managed, metro-based optical network solution that integrates Dense Wave Division Multiplexing (DWDM), Synchronous Optical Network (SONET), and packet technologies into a single network which can be provided in ring or point-to-point configurations

#### 6.4 **Telephone Sets / Equipment**

This category includes telephone set hardware not already required as part of previous categories, and other related equipment. The State wishes to have negotiated pricing for

replacement / additional phones and related hardware as part of this RFP. Vendors interested in providing the hardware included in this category must meet the following requirements:

- 6.4.1 **Hardware / Installation:** If installation services are available, separately itemize the installation vs. hardware costs. The Customer reserves the right to negotiate a lower installation cost if multiple sets are being installed at the same time.
- 6.4.2 **Warranty:** All phone sets must include at least a one year hardware warranty (a five year warranty is preferred).
- 6.4.3 **Refurbished sets:** Vendor may provide pricing for refurbished phone sets. Refurbished sets must carry at least a one year hardware warranty (a five year warranty is preferred).
- 6.4.4 **Requested phone sets types:** If available, in the Cost section provide pricing for the following types of phone sets (pricing for additional similar sets may be included as well)
  - Nortel 8000-series analog sets (if proposing Centrex services that require a different type of phone, include a comparable set as an alternative)
  - Nortel “P-phone” type set (if proposing Centrex services that require a different type of phone, include a comparable set as an alternative)
  - Cisco-compatible IP phones, including the Cisco 3900 and 7900 Series phones
- 6.4.5 **Other hardware**

## 6.5 Conference Calling Services

This section includes conference calling and related services, to provide the Customer access to services for multi-party conference calling capabilities. Vendors wishing to propose conference calling services must meet the following requirements:

### 6.5.1 Voice conferencing

- 6.5.1.1 **Self-reservations:** The conferencing service must provide the ability for authorized users to set up and moderate conference calls prescheduled or on-demand with the use of a PIN or passcode.
- 6.5.1.2 **Toll / Toll-free conference call number:** Describe your capability to provide toll-free or local dial-in conference call numbers. In the Costs section, detail any associated cost differences.
- 6.5.1.3 **Conference setup procedures:** Provide a brief description of the process required for the moderator to establish a new conference call.
- 6.5.1.4 **Authorization codes:** Do you provide the ability to assign additional authorization codes or subaccounts to allow Customer to track costs and usage by different groups?
- 6.5.1.5 **Standard / Optional features:** Provide a listing or overview of standard and optional conferencing features you offer.

- 6.5.1.6 **Tools for conference setup and management:** Describe any additional tools you provide to assist with the process of establishing a conference call and providing notification to attendees.
- 6.5.1.7 **Availability of live technical assistance:** Do you provide live technical assistance to support moderators having technical difficulties with the setup or management of conference calls? If so, provide a brief overview of the technical support services you offer.

## 6.5.2 Web/Video conferencing

If you offer web/Video conferencing services as an add-on or integrated service with your voice conference calling, provide details as requested below.

- 6.5.2.1 **Standard / Optional features:** Provide a listing or overview of the key web conferencing features you offer (e.g., screen sharing, common whiteboard, recording, etc.)
- 6.5.2.2 **Self-reservations:** The conferencing service must provide the ability for authorized users to set up and moderate conference calls prescheduled or on-demand with the use of a PIN or passcode.
- 6.5.2.3 **Client requirements:** Describe if you require an application to be installed on conference moderator and/or attendee's computers, and if so, the system requirements and supported platforms.
- 6.5.2.4 **Tools for web conference setup and management:** Describe any additional tools you provide to assist with the process of establishing a web conference and providing notification to attendees.
- 6.5.2.5 **Availability of live technical assistance:** Do you provide live technical assistance to support moderators having technical difficulties with the setup or management of web conferences? If so, provide a brief overview of the technical support services you offer.

## 6.6 Professional Services

### 6.6.1 Cloud Services

Provide the ability to increase capacity or add capabilities quickly, without having to invest in new infrastructure, training, personnel, or software. To quickly build and deploy new secure services, enterprises are turning to application and data virtualization solutions. Moving IT to the cloud helps control costs and enables enterprises to scale their infrastructure as needed.

- 6.6.1.1 **Public :** Multi-tenant public cloud infrastructure. Provide a complete Virtual Private Data Centers with multi-tiered security and service profiles, and hourly billing with no long-term commitments.
- 6.6.1.2 **Dedicated:** Secure, dedicated private cloud infrastructure, provide virtualized hosting, full capacity management and customizable monitoring.

- 6.6.1.3 **Database:** Provide a complete Oracle or Microsoft SQL Server solution with just a few clicks. No long term licensing and no server provisioning. Which should deliver the benefits of cloud computing, and provide instant availability and instant scalability.
- 6.6.1.4 **Storage:** Object-based storage providing affordable massive scale on a global basis.

## 6.6.2 Network Management Services

Network Management Service (NMS) is a network management product suite that provides complete out-tasking of all or part of an enterprise's data network devices. Network Managed services will help DoIT control costs and improve performance. WAN, LAN, and Internet management solutions, help DoIT improve application performance and availability and protect Agency business processes and assets.

- 6.6.2.1 **NMS:** The preconfigured solution managed by experienced, certified network engineers using automated network surveillance tools. This should include a comprehensive, flexible, network management solution from an experienced, service-oriented, responsive provider – at an attractive price. Network Management Service should offer three (3) levels of service: Monitor & Notification, Select, and Comprehensive.

- **NMS includes:**

- 24x7x365 proactive monitoring of equipment and transport links
- Complete network analysis and configuration backup
- Fault, performance configuration and change management
- Online performance tracking and reports
- Total customer agency (*Comprehensive\*\** service level)
- Configuration of IPSec tunnels and router firewall configuration

## 6.6.3 Co-location Hosting

To house Web server hardware, application software, and networking equipment in a Tier III world-class data center.

- 6.6.3.1 **Co-location hosting providers:** Co-location services are needed to organize and reduce capital costs, improve service levels. Vendor must have extensive experience in delivering colocation services to government only entities in data centers cages, racks, and cabinets, with power to spare.
- 6.6.3.2 **Security.** IT assets must be safeguarded against man-made and natural disasters. Tier III Data centers locations must be designed to withstand extreme weather events and prevent unauthorized contacts from accessing your data center space, to include Managed Security Services that prevent potential data compromises, network breaches and unauthorized system access.
- 6.6.3.3 **Power:** Power management, power monitoring, advanced fire suppression, and HVAC (Heating, Ventilation & Air Conditioning) systems. Tier III data centers are designed to prevent “single points of failure” that reduce availability of your infrastructure and impact the quality of end-users' experiences.

- 6.6.3.4 **Network Connectivity:** high-availability network and carrier connections provide strong global reach, allowing to access the site, quickly and conveniently, which must provide failover and redundancy capabilities with our services.
- 6.6.3.5 **Customer Support:** On-Site Customer support specialists will handle routine issues that might arise; the Support team members should possess industry certifications such as ITIL (Information Technology Infrastructure Library).
- 6.6.3.6 **Video Bridging:** Provide the availability for high capacity video bridging for on-demand conferencing applications. This service should be available on an ad-hoc basis or available for specific domains for continuous use models.

## 6.7 Wireless Machine to Machine Solutions

- 6.7.1.1 **Asset Tracking:** Track real-time location and condition of shipments and mobile assets to better manage inventory, analyze usage and reduce loss.
- 6.7.1.2 **Business Continuity:** Wireless Router: Wired Ethernet and 3G/4G wireless WAN connectivity to keep your business up and running. As businesses increasingly move to cloud computing and are more heavily dependent on remote applications, reliable Internet connectivity becomes mission-critical for business success. This solution is ideal for distributed enterprises such as branch offices, retail locations, and any organization in need of redundant internet access.
- 6.7.1.3 **Cloud Services:** With cloud services, you can easily store, access and manage your M2M data. Cloud services can help improve efficiency, increase productivity, decrease IT costs and streamline operations when deploying a machine-to-machine solution.
- 6.7.1.4 **Digital Signage:** Digital signage is a solution for digital communication in public spaces, including wired and wireless networks of self-service displays (SSD) and integrated Web-based content management service.
- 6.7.1.5 **Fleet Management:** Fleet management is a solution that will allow you to realize the greatest value and productivity from every vehicle in your fleet. With full-featured mapping, GPS and vehicle position reports, alerts, vehicle maintenance and integrated two-way messaging between drivers and dispatchers, Fleet management solutions give you the power to dynamically manage your daily operations.
- 6.7.1.6 **Mobile Device Management:** Mobile device management refers to a comprehensive mobility management solution for all wireless products. With an MDM, IT professionals can automate device enrollment and configuration; streamline the management of all mobile assets, applications and content; reduce the cost and effort of mobile device deployments; improve the support experience for mobile workers; and increase IT and help desk efficiencies, productivity and response times.
- 6.7.1.7 **POS Gateway:** Accept credit card payments anywhere. Mobile point-of-sale (POS) solutions keep your sales associates in front of customers, enabling on-the-spot transactions and enhancing customer service
- 6.7.1.8 **Video Surveillance:** Allows the user to control and view an unlimited number of live camera feeds through the web, iPad, and Blackberry devices. Video Surveillance allows the user to view both live video and recorded view on a split screen.

Investigations using recorded video can now be done through a mobile device. Includes CCTV and IP based solutions.

- 6.7.1.9 **Wireless Forms:** Mobile business solutions application, converting paper forms onto any tablet or mobile device for example inspections, registrations, and any paper form that exists to capture signature or repeating information.
- 6.7.1.10 **Inventory Control:** Provide asset visibility and drive inventory management wirelessly through barcode scanning and RFID.
- 6.7.1.11 **Professional Services (Mobility):** Assists customers manage their mobile environment and its challenges with our mobility professional services.
- 6.7.1.12 **Security Program Services:** Vulnerability assessment, testing and scanning with the ability to provide compliance reporting and mitigation assessments in order to reduce risks extended throughout the enterprise.

## 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.

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.

## **7.1 Traditional Voice Services**

### **7.1.1 Centrex**

Cost proposal for Centrex services shall include the following items:

- 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
- 7.1.2.2 Monthly charge, per POTS line
- 7.1.2.3 Usage rates (see section below for details)

7.1.2.4 Installation/Monthly charges for additional services offered (e.g., voice mail, caller ID, 3-way calling, etc.)

### 7.1.3 PRI

Cost proposal for PRI circuits shall include the following items:

- 7.1.3.1 Voice T1 circuit – installation
- 7.1.3.2 Voice T1 – monthly charge
- 7.1.3.3 Installation charge, per PRI
- 7.1.3.4 Monthly charge, per PRI
- 7.1.3.5 Caller ID service, setup/monthly charge
- 7.1.3.6 DID number block, monthly charge (specify block size)
- 7.1.3.7 Usage rates (see section below for details)
- 7.1.3.8 Additional services (specify)

### 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.

#### 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.

#### 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.

#### 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
- Development of custom reports
- Professional recording of greetings
- Other

#### 7.1.4.5 Usage Rates (see below)

### 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
- Intrastate Long Distance
- Interstate Long Distance
- Flat Rate or Partial Flat Rate (specify number of included minutes and rate for additional minutes) Local / Long Distance
- International (provide listing of available countries / rates)
- Toll Free Directory Assistance
- Intra-Centrex (calls within the same Centrex)
- Calling Card

## 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

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

- Circuit charge
- Port charge
- Per trunk charge

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

7.2.1.4 Usage rates (include the following, where applicable)

7.2.1.5 Local

7.2.1.6 Intrastate/Interstate Long Distance

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

7.2.1.8 International (provide listing of available countries / rates)

7.2.1.9 Toll Free

7.2.1.10 Additional services (specify)

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

7.2.1.12 Session Border Controller

## 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)
- 7.2.2.2 Monthly charges, hosted VoIP / IP Centrex service (using IP phone set)
- 7.2.2.3 IP phone set charges (lease and/or purchase, including available model options) – include hardware only vs. installed pricing, if applicable
- 7.2.2.4 Installation, hosted VoIP / IP Centrex service (deviceless service)
- 7.2.2.5 Monthly charges, hosted VoIP / IP Centrex service (deviceless services)
- 7.2.2.6 Voice Mail, per mailbox (setup/monthly charges)
- 7.2.2.7 Usage rates (include the following, where applicable)
  - Local
  - Intrastate/Interstate Long Distance
  - Flat Monthly Rate Local / Long Distance (if available)
  - International (provide listing of available countries / rates)
- 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
- 7.3.2 Nortel analog 8000-Series business sets
- 7.3.3 Nortel P-phone display sets (must be compatible with existing and/or proposed Centrex service)
- 7.3.4 Cisco-compatible IP phones, including 3900-Series and 7900-Series sets
- 7.3.5 Trade in value for old/broken IP and Centrex sets
- 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
  - 7.4.1.1 Installation / setup costs to establish accounts and service

- 7.4.1.2 Per conference call setup charges
- 7.4.1.3 Usage rates (per attendee / per minute or other billing model)
- 7.4.1.4 Additional feature costs
- 7.4.1.5 Technical support or other related charges
- 7.4.2 Web conferencing
  - 7.4.2.1 Installation / setup costs to establish accounts and service
  - 7.4.2.2 Per web conference call setup charges
  - 7.4.2.3 Usage rates
  - 7.4.2.4 Additional feature costs
  - 7.4.2.5 Technical support or other related charges

**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	Service Type	Monthly Cost	Install Cost (one-time)	Other Monthly Cost (specify)

**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.

Example

Not-to- exceed pricing table					
Item number	Item name	Item Description	Pricing Unit	Other criteria Mandatory taxes and assessments	Price

**EXHIBIT 1  
INSURANCE**

**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 MPA 308.

**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 claim 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 MPA.

The State, agencies or any entity the Vendor is providing services to under this agreement and each of its and their officers and employees 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, agencies and any entity to which the Vendor provides services under this agreement and each of its and their officers and employees 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, or any entity the Vendor is providing services to and each of its and their officers and employees as Additional Insured, but only with respect to the Vendor's activities under the contract. Such additional insured status includes extension to products and completed operations as it pertains to commercial general liability insurance.

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, its agencies, or any entity that the Vendor is providing services to under this MPA and each of its and their 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, agencies, or any entity the Vendor is providing services to under this MPA and each of its and their officers and employees. Any insurance, self-insurance or self-insured retention maintained by the State, its agencies, or any entity the vendor is providing services to under this MPA and each of its and their officers and employees shall be in excess of the Vendor's insurance and shall not contribute.

The owner of the respective telecommunications equipment installed in State or any other entity's premises to which Vendor provides services under this MPA, is responsible for insuring its equipment until such time it becomes the property of the State or respective entity. If the State or any entity that the vendor is providing services to under this MPA is not the owner of this equipment, the owner shall remove such equipment from the respective premises as soon as possible after termination or expiration of the contract.

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.

EXHIBIT 2  
ADDITIONAL TERMS AND CONDITIONS

For purposes of this Exhibit 2, "State" shall include State, agencies and any entity the Vendor provides services to and each of its and their officers and employees. Any provisions not expressly addressed below shall be subject to the States General Conditions of Purchase.

a. **Warranties**

- i. **Errors or Defects in the Services:** In case of any error or defect in the services arising from Vendor's acts or omissions or breach of this contract, Vendor shall promptly cause such error or defect to be corrected at no additional cost to State. Vendor shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. State reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
- ii. **Work Product:** Vendor warrants and represents that it has the right to transfer ownership to State of Vendor'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. Vendor represents and warrants that for the full duration of any resulting contract, all services provided under any resulting contract perform in the manner and functionality as described.
- iv. Vendor warrants equipment for the minimum period described in the RFP and a longer period if provided in its Proposal.

b. **Indemnification** Vendor shall defend, indemnify, and hold harmless State and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees) 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 Vendor to be in breach on the section its infringement indemnification; or,
- ii. Relating to a breach by Vendor 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 Vendor personnel while on the premises of State.
- iv. State shall provide Vendor 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, Vendor 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, provided, further, however, that if Vendor does not, within ten (10) days of receiving such notice from State, select counsel to defend such claim or action, and such counsel shall be reasonably acceptable to State, then State may through counsel of its choice, select counsel to defend at Vendor's cost. Each party shall keep the other party fully informed about all material information regarding any claim covered under this section.

***c. Confidentiality***

- i. Definition. Subject to the requirements of the Rhode Island Access to Public Records Act R.I.G.L. § 38-2-1, *et seq.*, all confidential or proprietary information related to either party including, but not limited to, any and all data used, disclosed, disseminated, collected, stored, transmitted or to which a party has access (including third party data) and the State's network configuration, shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose as necessary, information to its officers, agents and employees to the extent such disclosure is necessary for the performance of their duties under or in connection with any resulting contract, provided they are under the same that the data may be used, disclosed, stored and disseminated only as provided by and consistent with the law and any resulting contract. 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;
  - d. Was previously known by the receiving party without any obligation of confidentiality ; or
  - e. Is required to be disclosed by law after reasonable notice to the other party.

***d. Unauthorized Disclosure or Access to Confidential Information***

Vendor shall notify State and the Chief Information Officer of the State (“State Impacted Parties”) of any successful unauthorized electronic or other access to State Confidential Information as defined above within two (2) business hours of knowledge of occurrence. The notice shall contain information available to Vendor at the time of the notification, to aid the State Impacted Parties in examining the matter. More complete and detailed information will be provided to the State Impacted Parties as it becomes available to Vendor. For security reasons, the disclosure from Vendor to State Impacted Parties as contemplated in any contract may include information specifically designated as “confidential” and shall be treated by State Impacted Parties as such. Vendor and State Impacted Parties shall cooperate with each other in any public disclosures related to any such successful unauthorized access. In the event of a successful unauthorized access Vendor agrees (a) it shall pay for an independent third party security firm acceptable to the State to analyze the incident and determine the cause and extent of the compromise, which report shall be provided to the State, and (b) Vendor shall, at its cost, provide notification as required, and establish a call center and purchase credit monitoring services, where necessary. Vendor shall indemnify and hold harmless the State, from any and all damages, penalties, costs, expenses, claims, causes of action, fees, penalties (including reasonable attorney’s fees and regulatory defense) which may arise, accrue or be caused in whole or in part, directly or indirectly, by Vendor’s intentional acts, negligent acts or omissions, or material failure to perform under the terms of this contract, or violation of applicable laws, rules, regulations, to State or any third party from such successful unauthorized access.

- e. **Assignment** Vendor shall not delegate, assign or transfer, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of State. If such written consent is not obtained, such delegation, assignment or transfer shall be null and void. Upon State’s consent to the foregoing, any said successors shall ratify, agree to and comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by Vendor.

f. **Succession**

The services provided under this contract are important to the State. Vendor agrees these services are important to the State and that they must be continued without interruption and that upon expiration or termination of MPA 308 another entity may continue all or part of them. In such event, the Vendor agrees to make an orderly transition of such services and to perform any and all tasks in good faith that are necessary to preserve the integrity of the services.

g. **Choice of Law and Venue**

Any and all claims or disputes relating to or arising out of any resulting contract, or the breach thereof, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of State of Rhode Island, without reference to conflict of law principles and suit, if any, must be brought in the State of Rhode Island.