State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

REQUEST FOR PROPOSAL (RFP) – BID# 7548919

LEARNING MANAGEMENT SOFTWARE

SUBMISSION DEADLINE: Wednesday, September 10, 2014 at 11:30 AM (ET)

PRE-BID CONFERENCE: ☐ **NO**
☒ **YES** **Thursday, August 28, 2014 at 10:00 AM (ET)**

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.

Location: **RI Department of Transportation/Traffic Management Center Conference Room**
2 Capitol Hill
Providence, RI

Buyer Name: **Lisa Hill**
Title: **Chief Buyer**

QUESTIONS Prospective bidders are hereby notified that all questions pertaining to this contract must be submitted to the Department of Transportation in writing through its website at http://www.dot.ri.gov/contracting/bids by accessing the questions & answers menu located within the 'contracting', then 'bidding opportunities' link. Response to the submitted questions will also be posted under this link as an addendum as appropriate. Phone calls will not be accepted.

SURETY REQUIRED: **NO**

BOND REQUIRED: **NO**

DISK BASED BID: ☒ **NO**
☐ **YES:** See attached Disk Based Bidding Information

NOTE TO VENDORS:
Vendors must register on-line at the Rhode Island Division of Purchases website at 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

7548919 Rhode Island Department of Transportation
Office of Professional Development & Training

REQUEST FOR PROPOSAL

RFP# 7548919
Purchase and Installation of Learning Management Software including
System Maintenance and Support Training
DBE GOAL: NONE

INTRODUCTION

The Rhode Island Department of Administration / Office of Purchases, on behalf of the Rhode Island Department of Transportation / Office of Professional Development & Training (RIDOT) is seeking the services of a qualified training management software firm (VENDOR) to provide and install a **Learning Management Software (LMS)** specializing in automated training delivery and complete planning and reporting capabilities. **THE PROPOSED SYSTEM MUST BE A VENDOR HOSTED SOLUTION**. LMS proposals must be web-based and should be a "commercial off the shelf" (COTS) product currently able to handle all of RIDOT'S requirements without installing a work around or major customization of the software to meet the RIDOT'S needs. At a minimum - requirements shall include the ability to track training, host online computer-based training/testing, create reports on training and certifications, track certification periods, and allow outside contractors to register and participate in training and certifications. The LMS must also provide the ability to meet federal guidelines for Equal Employment Opportunities (EEO).

CONTRACT TERMS/CONDITIONS

The proposed budget for the purchase of the software system shall also include software license(s) and warranty, (including hosting services) installation and training, and maintenance and support services. The VENDOR'S software license(s) and warranty will commence after the "Go-Live" date of the software and will run for a 1-YEAR period. The software maintenance support period will begin on the first anniversary of the "Go-Live" date of the implementation and continue FOUR (4) additional years.

The "go live" date must occur within 4 months after issuance of the Notice to Proceed. The total contract term shall not exceed a total of FIVE (5) YEARS. The "Go-Live" date is defined as the date RIDOT issues a notice of final acceptance of the system. Delivery of goods and services as described herein shall be deemed acceptance of these requirements. RIDOT may, without cause, terminate the Agreement by giving 30 days written notice to the successful VENDOR.

Upon termination for any reason or expiration of the Agreement, RIDOT will have sixty (60) days to request a copy of its data, and if requested, the VENDOR shall provide such data in an industry-standard XML or .csv file format. After the 60-day period, the VENDOR has no obligation to maintain or provide RIDOT its data and will destroy all of RIDOT'S data in its possession or under its control in accordance with industry standard DOD data destruction methods, unless such destruction is legally prohibited.

As of the effective date and for the service term, the VENDOR will host RIDOT'S data in Tier 3 SAS 70 Type II/SSAE 16 compliant data centers located in the United States. Upon RIDOT'S request and subject to any third party service provider's obligations of confidentiality which will not be unreasonably withheld, the VENDOR will provide RIDOT with the latest SAS 70 Type II/SSAE 16 audit reports for the data center. RIDOT'S data at rest will remain in the United States of America.

The VENDOR is to give RIDOT sixty (60) days advance written notice of any updates.

Once the VENDOR determines, in its sole discretion, that a security breach that impacts RIDOT Data has actually occurred, it will notify RIDOT of the breach within eight (8) hours.

In the event the VENDOR determines that a disaster recovery event has occurred, then the VENDOR will meet a disaster recovery time objective (RTO) of 48 hours and a recovery point objective (RPO) of 24 hours. The VENDOR will perform disaster recovery testing on an annual basis per calendar year and will provide RIDOT with the results of the tests within 30 days. In the

event the 18 hour RTO and 24 RPO objectives have not been met, RIDOT will have the right to terminate for breach as provided in the Agreement. A disaster is defined as any event that would cause the VENDOR to breach the RTO.

The VENDOR will perform disaster recovery testing at least once per calendar year. The VENDOR will store all backup data in an encrypted format.

The VENDOR will conduct annual penetration tests and, upon request from RIDOT, will provide RIDOT with the results of the tests in an externally-facing format that is free of any data or information that must be extracted to protect the privacy and confidentiality of other customers.

To the extent applicable, the VENDOR agrees to comply with State's Department of Information and Technology (DoIT) rules and policies located at **www.doit.ri.gov** provided that RIDOT notifies the VENDOR of any applicable DoIT rules and policies in advance.

Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a *separately sealed* **COST PROPOSAL** both described in detail herein.

It is the intention of RIDOT to award based on fees for services outlined on the required **Cost Proposal** format defined herein. ***SEE COST PROPOSAL SECTION FOR INSTRUCTION AND FORMAT.***

Proposals received shall be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which can be accessed online through the *Rhode Island Vendor Information Program, or "RIVIP"* as it is known at:

http://www.purchasing.ri.gov

GENERAL INSTRUCTIONS AND NOTIFICATIONS TO RESPONDENTS

- All Respondents **MUST** register online at the Rhode Island Vendor Information Program (RIVIP) Internet website at ***http://www.purchasing.ri.gov***
- A fully-completed signed ***RIVIP Bidder Certification Cover Sheet*** – *All FOUR pages* **MUST** accompany **EACH** response submitted. Failure to make a complete submission inclusive of this four--page document may result in disqualification.
- Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP HELP DESK technical assistance. Office Hours: 8:30 AM – 4:00 PM.
- The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.
- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.
- All costs associated with developing and submitting a proposal in response to this RFP, and to provide oral or written clarification of its content shall be borne by the VENDOR. The State assumes no responsibility for these costs.
- It is intended that an award pursuant to this RFP will be made to a prime VENDOR, who will assume responsibility for all aspects of the work. Joint venture(s) will not be considered, but sub-contract(s) are permitted provided the sub-contractor(s) proposed are clearly identified with the type of work to be performed in response to this RFP.
- All pricing submitted will be considered to be *firm* and *fixed* unless otherwise indicated herein.

- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.

- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island.

- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.

- In accordance with RI Gen. Laws 7-1.1-1401, no **foreign corporation** (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. **IF APPLICABLE, A COPY OF RESPONDENT'S CERTIFICATE OF AUTHORITY MUST BE INCLUDED AS PART OF THE SUBMITTED TECHNICAL PROPOSAL LOCATED BEHIND THE FRONT PAGE OF EACH COPY OF THE PROPOSAL.**

- Any Respondent who does **NOT** have a current Certificate of Authority for the firm **MUST** acknowledge non-compliance with this requirement and confirm *in writing* that, if selected for the project, will expedite acquisition of the Certificate of Authority **prior to award**. This letter of acknowledgement **MUST BE INCLUDED BEHIND THE FRONT PAGE OF EACH COPY OF THE PROPOSAL.**

- Although not required, **Disadvantaged Business Enterprise (DBE)** participation is encouraged on all RIDOT projects. A list of current Rhode Island State certified DBE firms may be obtained through the State's MBE Office website at **www.mbe.ri.gov**. Any questions should be directed to:

Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260

ADDITIONAL REQUIRED FORMS

Besides the ***RIVIP Bidder Certification Cover* Sheet** -as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.

- **DEPARMENT FORM:** Must be completed and signed by an authorized agent of your Agency.

- **LOBBYING FORM:** Enter known project information on PAGE 1 (DESCRIPTION etc.); Agency must complete FORM and submit signed by an authorized agent of your Agency.

- **CONFLICTS DISCLOSURE STATEMENT:** In line with directions stated, completed FORM(s) must be signed and submitted accordingly.

- **W-9 FORM:** Must be completed and signed by authorized agent of your Firm. ***Form may be downloaded*** **at www.purchasing.ri.gov.**

- **CERTIFICATION FOR TITLE VI ASSURANCE:** Shall be fully-completed and submitted accordingly.

All FORMS (except W-9) are attached to solicitation and shall be completed and copies submitted along with each TECHNICAL PROPOSAL submission. ("ORIGINAL" & COPIES). Please note, for W-9 form only, one (1) unbound "Original" copy is required at time of submission. Copies of W-9 need not be included in individual proposal submissions.

INSTRUCTIONS FOR RFP SUBMISSION CONTENT AND FORMAT

Upon review of the Scope of Work (SOW), TECHNICAL submissions must include, at a minimum, the following information for RIDOT review and subsequent final selection recommendation:

- **Letter of Transmittal**: A Letter of Transmittal shall accompany each response signed by an owner, officer, or other authorized agent of the Firm.

- **RIVIP BIDDER CERTIFICATION FORM:** ALL FOUR (4) Pages shall accompany each response submitted. Failure to make a complete submission of this document may result in disqualification. ***(SEE GENERAL NOTIFICATIONS).***

- **Proposal Format**: **TECHNICAL PROPOSAL ("Original" plus SIX (6) COPIES)** and a *separately sealed* **COST PROPOSAL (3 COPIES)** are to be submitted *simultaneously*. ***Technical Proposal*** shall be bound or contained in a single volume. All documentation submitted with the proposal shall be contained in that single volume. Technical Proposal shall be prepared on **8 1/2" x 11"** letter sized white paper sequentially numbered and limited in length to a total of **25 PAGES** – exclusive of exhibits, which shall be tabbed and included in the bound submission. Font size shall be a minimum of **12 POINTS** for all submittals. ALL documentation in excess of 25 PAGE MAXIMUM will be removed and discarded. Technical Proposal shall contain a Table of Contents that cross-references each requirement with specific pages in the technical submission.

- RIDOT recommends that the Technical Proposal submission be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM should be attached to the inside cover of each TECHNICAL Proposal submission. RIDOT recommends that the electronic version of said Proposals be submitted in Adobe PDF format.

- **RIDOT SOW and Addenda**: Respondents shall include as part of the TECHNICAL PROPOSAL submission as an "exhibit" a copy of RIDOT'S original RFP and any supplemental Addenda, as applicable.

All information requested below must be organized in the exact order in which the following RFP requirements are presented with page numbers in consecutive order. TECHNICAL PROPOSAL submission should contain a Table of Contents that cross-references each RFP requirement with specific page cited.

The TECHNICAL PROPOSAL submission shall NOT contain any references to PROJECT COST. Inclusion of cost information within the Technical Proposal submission may result in disqualification.

BACKGROUND & PREVIOUS EXPERIENCE

- **Company Introduction:** Respondents are to include a complete description of their organizational structure and other relevant information documenting the Firm's professional practice and areas of specialization.

- **Relevant Experience:** Respondents are to include a comprehensive listing of similar projects and/or clients served similarly in concept to the project being proposed. The selected VENDOR must have been in **continuous business since July 2009** providing similar products and services as described in this RFP.

  The selected VENDOR must have successfully installed the system, proposed or previous version, for at least **ONE (1) other Government, State or Educational Institution.**

- **Client References**: Names, addresses, and telephone numbers of at least **THREE (3)** previous clients who are familiar with the services provided by your firm shall be included. (See Appendix A). This information is required not only for the Respondent but also for any key sub-consultants to be assigned to project. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performances of the services provided.

Respondent acknowledges that RIDOT is granted specific permission to discuss past performance of Respondent and any of its proposed team members on any projects.

- **Existing Workload:** Respondents are to include a current listing of all projects contracted to perform similar in concept to the services requested. Provide a list of successful implementations of the proposed system for the last **THREE (3)** years including contact information for each entity. (See Appendix B).

- **Organizational Chart:** Respondents are to provide an organizational chart. Include titles, names and physical location of staff.

ORGANIZATION & STAFFING

- **Staff Qualifications:** Respondents are to include an overview of experienced personnel presently on staff including resumes, curricula vitae or statements of prior experience and/or qualification of key personnel to be assigned to project. Staff assignments and concentration of effort for each staff member are to be addressed.

  The VENDOR must disclose the name, qualifications and physical office location for the **Implementation & Development (I&D) Specialist** to be assigned as the individual who will manage this project through to completion. The designated I&D Specialist providing the services listed herein must have successfully completed a minimum of **TWO (2)** implementations of the proposed system (current version).

  The VENDOR must disclose the name, qualifications and physical office location for the **Technical Specialist** to be assigned as the individual who will develop the data interfaces for this project through to completion. The designated Technical Specialist must be an expert in Oracle Financials to assist staff in writing the interface procedures to the new LMS and must also have successfully completed a minimum of **TWO (2)** implementations of the proposed system (current version).

  Provide the expected number of the VENDOR'S representatives and resource involvement, both on-site and off-site, that will be involved in the implementation of the system.

  Additionally, provide an explanation of the expected RIDOT staff and resource involvement for the implementation of the system. Include the type of staff and number of hours, part time and full time.

- **Sub-Respondent(s):** As applicable, disclosure of any sub-respondent firm(s)' organizational structure and business background as well as the type of work they will perform **must** be documented in response to this Request. Full disclosure of the proposed team to be assigned this project is required in the **Technical Proposal**.

  RIDOT shall be informed in writing of any changes in personnel at any time during the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate this agreement.

PROJECT WORK PLAN/ SCHEDULE

- **Project Approach:** Respondents shall provide a detailed technical synopsis of their proposed system qualifications and abilities to provide the desired functionalities as described in the project's SOW including any technical issues that will or may be confronted at each stage of the project.

- **Work Plan:** Respondent shall submit a complete and comprehensive project work plan inclusive of proposed deliverables and activity milestones associated with each defined task.

- Provide a copy of the VENDOR'S **1-YEAR MAINTENANCE AND SUPPORT agreement**.

- Respondent shall provide a **DATA MIGRATION PLAN**. This plan should address the migration to another vendor or to the State should the contract not get renewed or rebid. Responses must include costs associated with handing over the data and how that data should be handed over. Respondents are required to use industry standard data formats, provide an explanation of the data, data must be delivered securely and in a timely fashion. Describe the frequency with which revision upgrades typically occur, and the impact on the operation of the system (e.g., does the system need to be taken off-line, and for how long?). Describe standard support hours.

- **Training:** Respondent shall describe the initial training that is included in the proposal as well as any other training that is available.

- **Project Schedule:** Provide a detailed implementation schedule to complete this project, using at a minimum the tasks in the table below. Include in the schedule the conversion and transfer of the data from RIDOT'S current system to the new system.

TASK	DESCRIPTION	PROJECTED COMPLETION DATE
1	COMPLETE SITE PREPARATION AND INSTALLATION OF NEW SOFTWARE	
2	COMPLETE CONFIGURATION OF THE NEW SOFTWARE BASED ON RIDOT'S REQUIREMENTS	
3	TESTING OF THE NEW SOFTWARE BASED ON RIDOT'S REQUIREMENTS	
4	DEMONSTRATE THAT THE SYSTEM IS OPERATING IN ACCORDANCE WITH THE AGREED UPON SPECIFICATIONS	
5	COMPLETE ON-SITE TRAINING FOR RIDOT LICENSED USERS, INCLUDING HANDS ON TRAINING OF ALL SYSTEM FUNCTIONALITIES	
6	FINAL PROJECT ACCEPTANCE – "GO-LIVE"	

- **Supplemental Information:** Respondents are encouraged to submit any other information deemed useful to provide RIDOT with sufficient relevant information to evaluate the firm's qualifications and technical approach to the project.

COST PROPOSAL: (THREE (3) "HARD" COPIES ONLY)

- Respondent is to submit, separate from Technical Proposal, **THREE (3) COPIES of** a completed *signed and sealed* **COST PROPOSAL** using the required format attached.

- **COST PROPOSAL** shall reflect a Lump Sum total contract budget itemized per defined PROJECT TASK inclusive of proposed deliverables/activity milestones and anticipated delivery date associated with each task as defined in the Respondent's TECHNICAL PROPOSAL. *(SEE "PROPOSED SYSTEM COST" FOR ITEMIZED BREAKDOWN)*

- **COST PROPOSAL** prices submitted will be considered *firm and fixed.* RIDOT will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. RIDOT reserves the right to purchase part of the proposal or the entire proposal.

- RIDOT will not consider change orders or amendments unless it is deemed a change in the original scope of the project directed and authorized by RIDOT.

- Provide VENDOR hosting options along with costs, security, and termination cost etc.

- Describe, in detailed narrative, all aspects of your pricing policy.

Failure to fully disclose formatted total contract cost and pricing policy as cited may result in disqualification.

PRE-PROPOSAL CONFERENCE & ON-LINE QUESTIONS

A **Pre-Proposal Conference** for the purpose of clarifying the SOW and intent of this Request, as well as the evaluative criteria to be employed in the State's review of proposals received will be held on **AUGUST 28, 2014 at 10:00 A.M.** in the RIDOT Transportation Management Center, Room 150, Two Capitol Hill, Providence, RI 02903. *Persons requiring the services of an interpreter for the hearing impaired may obtain those services by calling (401) 222-1205 forty-eight hours in advance of the Conference.*

Any pertinent questions subsequent to this solicitation may be posted at the RIDOT'S *"Bidding Opportunities"* web page accessible at: **http://www.dot.ri.gov/contracting/bids** and follow the link to **"?"** to submit questions for this solicitation. Responses to questions submitted for the subject project will also be posted under the same questions menu. A determination will be made by the RIDOT, in coordination with the Division of Purchases, whether an addendum will be required. The Q & A Forum will disable 5 FULL CALENDAR DAYS prior to the due date for this project. Therefore, questions will not be accepted **after NOON on SEPTEMBER 4, 2014.**

SUBMISSION REQUIREMENTS & DUE DATE

TECHNICAL PROPOSAL ("Original" plus SIX (6) COPIES) and a *separately sealed* **COST PROPOSAL (THREE (3) COPIES)** are to be submitted simultaneously. RIDOT requests that the Technical Proposal submission be submitted not only in hard copy form but also on **CD-ROM.** Clearly labeled CD ROM should be attached to the **inside cover of each Technical Proposal submission**. RIDOT recommends that the electronic version of said Proposals be submitted in **Adobe PDF format.**

Requested documentation is to be either mailed or hand-delivered in a sealed envelope marked ***"BID 7548919 - Purchase* and Installation of Learning Management System Including System Maintenance and Support Training by SEPTEMBER 10, 2014 no later than 11:30 A.M. to:**

BY COURIER OR MAIL:
RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. **SEE GENERAL INSTRUCTIONS AND NOTIFICATIONS.**

INTERVIEW/DEMONSTRATION

RIDOT reserves the right to schedule interviews and software demonstrations as part of its evaluation process. If the VENDOR is requested to attend an interview and provide a demonstration of the proposed system, the Implementation & Development (I&D) Specialist, as the individual that will manage the project, will take the lead role in the interview and demonstration. The VENDOR'S lead system consultant and functional expert must also be available during the interview and demonstration. Information from the interview and demonstration, including content and style, will be made part of the evaluation process.

RIDOT will provide a 10-day notice to VENDORS including the time and location of presentation. All presentations will be limited to **ONE (1) HOUR** in duration, including questions. Each VENDOR will be responsible for all costs associated with the preparation, submission, travel and execution of the work necessary to provide their presentation to RIDOT.

EVALUATION AND SELECTION

A Technical Evaluation Committee (TEC) will be comprised of RIDOT/RIDOA personnel responsible for the project under consideration based on the cited evaluation criteria:

	SELECTION CRITERIA:	MAXIMUM POINTS
1.	SYSTEM QUALIFICATIONS, FUNCTIONALITY REPORTING, INTERFACES AND OTHER TECHNICAL REQUIREMENTS DESCRIBED IN THE RFP (Evaluated from Appendix C)	0-40 POINTS
2.	FIRM'S CAPABILITY, AVAILABILITY, AND STAFF QUALIFICATIONS	0-10 POINTS
3.	INTERVIEW/SOFTWARE DEMO	0-10 POINTS
4.	PROJECT WORK PLAN/SCHEDULE	0-10 POINTS
5.	COST PROPOSAL (Evaluated separately)	0-30 POINTS
	MAXIMUM SCORE	100 POINTS

Technical and **Cost Proposals** will be evaluated separately. **COST Proposals** will remain sealed at RIDOA/Purchases until such time as technical scoring has been completed.

NOTE: Technical Proposals receiving scores of less than 50 POINTS out of the 70 eligible POINTS will NOT be scored for cost and will be disqualified.

The Review Committee will then evaluate the qualifying **Cost Proposals** and the results will be integrated with the Technical review. This will result in a final ranking and recommended selection.

The findings will then be reviewed and accepted by RIDOT'S Advisory Consultant Selection Panel. With the support of the RIDOT Director, the ranked findings and selection recommendation will be submitted to the State's Selection Committee for final selection consideration.

Notwithstanding the above, the State reserves the right to accept or reject any or all options, bids, proposals, to award on the basis of cost alone, and to act in its best interest.

At any point during the review process, any proposal found to be substantially non-responsive will be excluded from further consideration.

Evaluation will also consider commitment to Affirmative Action and DBE Participation. The State may, at its sole option, elect to require presentation(s) by Respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

The State reserves the right to solicit separately for selected initiatives within its SOW.

RIDOT retains the right to audit all costs charged under this Agreement during the review and selection process in addition to the initial and any extended contract term. All supporting documents for costs charged under this Agreement are to be retained THREE (3) years after final payment or until three (3) years after settlement of any disputes or litigation associated with the Contract.

The State reserves the right to make an award or multiple awards or to reject any or all proposals based on what it considers to be in its best interest.

SCOPE OF WORK

FOR THE

Purchase and Installation of Learning Management Software including System Maintenance and Support Training

INTRODUCTION

The Office of Professional Development & Training at RIDOT is seeking the services of a qualified training management software firm (VENDOR) to provide and install a **Learning Management Software (LMS)** specializing in automated training delivery and complete planning and reporting capabilities. The proposed system must be a Vendor Hosted solution. LMS proposals must be web-based and should be a "commercial off the shelf" (COTS) product currently able to handle all of the RIDOT'S requirements without installing a work around or major customization of the software to meet the RIDOT'S needs. At a minimum - requirements shall include the ability to track training, host online computer-based training/testing, create reports on training and certifications, track certification periods, and allow outside contractors to register and participate in training and certifications. The LMS must also provide the ability to meet federal guidelines for Equal Employment Opportunities (EEO).

VENDOR Minimum Qualifications

The following minimum qualifications have been established as a basis for determining the eligibility of the proposed VENDOR, required Implementation & Development (I&D) Specialist, Technical Specialist and the proposed LMS. A proposal will be considered non-responsive unless sufficient documentation is provided in the proposal to determine that the VENDOR, I&D Specialist, Technical Specialist and the proposed LMS meet the following requirements:

The VENDOR must have been in continuous business **since July 2009** providing similar products and services as described in this RFP (information concerning the name and address of the companies along with contact information and the types of products and services is required), and

The selected VENDOR must have successfully installed the system, proposed or previous version, for at least ONE (1) other Government, State or Educational Institution.

The VENDOR must disclose the name, qualifications and physical office location for the **Implementation & Development (I&D) Specialist** to be assigned as the individual who will manage this project through to completion. The designated I&D Specialist providing the services listed herein must have successfully completed a minimum of **TWO (2)** implementations of the proposed system (current version).

The VENDOR must disclose the name, qualifications and physical office location for the **Technical Specialist** to be assigned as the individual who will develop the data interfaces for this project through to completion. The technical specialist must be an expert in Oracle Financials to assist staff in writing the interface procedures to the new LMS. The designated Technical Specialist providing the services listed herein must have successfully completed a minimum of **TWO (2)** implementations of the proposed system (current version).

MINIMUM LMS REQUIREMENTS

The LMS must provide the following technical, security and functional requirements. **The attached LMS REQUIREMENTS FORM (Appendix C) must be completed in its entirety**.

#	Minimum LMS Requirements
1	Be SCORM 1.2 and 2004 compliant for delivery of online training*
2	Accept off-the-shelf, third-party and in-house-created online content for classes, training or exams
3	Manage tests and test results
4	Be accessible to up to 1800 users at the same time
5	Allow online registration for courses
6	Have the capability to be integrated with a future Performance Management system
7	Manage approval workflow and allow more than one level of approval
8	Allow managers/supervisors to enroll employees
9	Allow for batch enrollment of employees
10	Allow for taking a course more than once
11	Allow administrator to cancel or delete a course/section
12	Allow administrator to add or delete a person from a section
13	Create and compile class surveys
14	Automatically update performance plan when integrated with the Performance Management system to reflect course completion
15	Allow for online completion of course surveys
16	Update courses by pass/fail/no show/attended
17	Identify users who are near the expiration of certification and alert employee and supervisor via the Performance Management system
18	Allow for assignment of training by job title, managers/supervisors and work location
19	Manage required courses and automatically alert new employees and their supervisors of required training
20	Reset certification periods after completion of class
21	Allow for adjustments of individual dates for certifications or qualifications
22	Allow for certification periods of varying lengths
23	Track direct costs (equipment, location, materials, consultants/trainers)
24	Track indirect costs (employee and trainer time)
25	Manage training profile based on information in the HR system and the LMS

26	Provide multiple reports on:
	▪ Employee training profile
	▪ Mandatory training
	  ▪ By individual
	  ▪ By course
	  ▪ By date range (expiring/expired)
	▪ Cost (direct/indirect)
	▪ Instructor
	  ▪ Classes taught
	  ▪ Schedule
	▪ Class rosters
	▪ Passed/failed/no show
	▪ Ad hoc

27	Allow for multiple domains with unique permissions to each
28	Automatically generate/update course calendar when courses are added
29	Interface all user information from the HR Oracle Financial System
30	Allow entry of non-RIDOT users (i.e. Contractors who must be certified by RIDOT)
31	Have some way of notifying or flagging those who no longer work at RIDOT
32	Have the ability to restore inactive employee to active status.
33	Have ability to run reports on inactive employees.
34	Allow for the tracking of certifications/Continuing Education Units/licenses
35	Allow single sign-on for users based on Active Directory information
36	Allow for multiple levels of user permissions
37	Update Sampler and Inspector Qualifications information automatically and have that information available for public to view
38	Contain names, addresses, phone number of contractors and employees
39	Provide administrator level user the ability to create and edit employment information for all system personnel
40	Provide contractors the ability to register classes or exams online
41	Provide contractors ability to pay online for classes or exams and track payment status

42	Enable permissions to override and change expiration dates
43	Calculate qualifications and certifications expiration dates from the end of the class or exam
44	Be able to add non RIDOT locations for training held offsite
45	Have capability to input and maintain non-RIDOT instructors information
46	Archive specified forms electronically
47	Create waiting lists once a class is full
48	Only allow RIDOT employees to register for classes or exams by Active Directory (AD) recorded name
49	Allow Employees to view and print their transcripts
50	Customer friendly system so even non-computer skilled workers will be able to navigate
51	Quick and simple user training because some maintenance workers at the district level will have limited time
52	Recognize prerequisites for classes, training or tests
53	Allow administrator level capability to input qualification suspensions and track those suspensions for specific timelines
54	Have compatibility to have multiple different data sets migrated into new system
55	Have a "sandbox" version of software
56	Have the ability to export all data to standard format. Specify format.
57	Allow users to retrieve a forgotten password.
58	Allow RIDOT Administrators the ability to reset an employee's password, delete or update user access. Passwords must be encrypted.
59	Provide tracking for EEO requirements including but not limited to: • Track the number of RIDOT'S total workforce, the # and % of the workforce categorized by: • 7 EEO-4 Job Categories (Officials/Mangers/Administrators, Professionals, Technicians, Para-Professionals, Administrative Support, Skilled Craft Workers, and Service Maintenance); • 5 Racial/Ethnic Groups (White, Black, Hispanic, American Indian/Alaskan Native, and Asian); and by Gender (Male, Female) • Ability to report/track by Organization Division • Track requests to attend training vs. the number denied/approved
60	Have the ability to create professional development plan to allow employees to set goals, track activities, align competencies and set target dates

** SCORM is standard format for Online Training course files.*

INSTALLATION/SOFTWARE CONFIGURATION/DATA MIGRATION

The VENDOR delivery, installation, configuration and customization, data migration and verification, testing, implementation, and training shall be done at the Rhode Island Department of Transportation, 2 Capitol Hill, Providence, RI, 02903. Software must be delivered and implemented within **THIRTY (30) CALENDAR DAYS** of contract award; implementation shall not exceed **THREE (3) CONSECUTIVE WEEKS**. All activities shall be coordinated with RIDOT'S Chief of Professional Development and Training.

The VENDOR shall provide detailed documentation for configuration, interfaces and end-users.

RIDOT HR data exists in two databases: EEO System-Access Database and Oracle Financials. The selected VENDOR'S technical specialist must be an expert in Oracle Financials to assist staff in writing the interface procedures to the new LMS. Interfaces must include routines to update HR data from the Oracle Financials system to the Vendor Hosted system. The VENDOR shall be responsible for ensuring all EEO requirements are met and data & reporting from the legacy EEO system is captured in the Vendor Hosted system.

Respondent shall provide a **DATA MIGRATION PLAN.** This plan should address the migration to another vendor or to the State should the contract not get renewed or rebid. Responses to include costs associated with handing over the data and how that data should be handed over. Respondents are required to use industry standard data formats, provide an explanation of the data, data must be delivered securely and in a timely fashion. Describe the frequency with which revision upgrades typically occur, and the impact on the operation of the system (e.g., does the system need to be taken off-line, and for how long?). Describe standard support hours.

TRAINING REQUIREMENTS

All **TRAINING** shall be completed within **10 DAYS** of final user acceptance of the installed software; maximum duration of training cannot exceed **THREE (3) BUSINESS DAYS.** The successful VENDOR shall provide end-user and IT Software Administration documentation in the form of manuals or electronic documents at onset of training. On-site training is required for up to 10 individuals (which includes 2 Administrators).

RESPONSIBILITIES OF RIDOT

RIDOT will be responsible for the following:

- Provide **Point of Contact (POC)** to the selected VENDOR during the implementation.
- Provide adequate work space.

PROPOSED LMS COST (YEAR 1)

All items not itemized in the pricing below which are instrumental to completing the project will be supplied by the VENDOR at no additional charge to RIDOT.

Proposed LMS cost pricing should include the following:

Provide all labor, materials, software, hardware, professional services and training including costs to install and implement the proposed solution in strict accordance with the specific requirements and instructions listed. Total Price must include **ONE (1) YEAR of software license(s) and warranty, and maintenance/support** covering all proposed solution components (beginning on the date of "Go-Live), solution installation, implementation and training of personnel as set forth below. Include costs to implement the proposed solution. The VENDOR must include installation and configuration services provided by the manufacturer of the software being proposed. Include a high level SOW associated with the Implementation and detailed comprehensive **on-site training costs for up to 10 individuals** (which includes 2 administrators) for the solution proposed. Itemize, detail and individually price the following:

- **LMS**
- **INSTALLATION AND CONFIGURATION**
- **DATA MIGRATION**
- **DATA UPDATES/INTERFACES**
- **TRAINING**
- **IMPLEMENTATION FEES**
- **HOSTING**
- **FIRST YEAR SUPPORT**
- **ADDITIONAL 4 YEARS OF MAINTENANCE**

The cost of the proposed system shall be a fixed fee that includes a minimum of **FIVE (5) SEATS** (for Office of Professional Development Staff) and minimum of **1800** concurrent software licenses (with ability to expand) associated with the successful installation, implementation, and operation of the system, excluding server operating system and system database, if separate from the system.

The cost should also **include** travel and expenses. *RIDOT will not separately reimburse for travel and expenses.* Payment to the selected VENDOR will be according to completion of specific tasks and based on a percentage of the fee. The fee will be paid in accordance with the terms and conditions as outlined in the Letter of Agreement to be established with the selected VENDOR prior to contract award.

MAINTENANCE AND SUPPORT COST (YEARS 2, 3, 4 and 5)

The maintenance and support cost for YEARS 2, 3, 4 and 5 will be paid in accordance with the terms and conditions of the resulting Agreement.

Annual Software License(s) and warranty, Maintenance and Support for YEARS 2, 3, 4 and 5 is to include any required software updates, fixes or patches as they occur. The maintenance and support, software license and warranty provided during YEARS 2, 3, 4, and 5 shall mirror that provided under the software license(s) and warranty period in YEAR 1 and shall comply with all

requirements stated in this RFP. All labor, travel costs, routine consumables, 24-HOUR telephone support, testing equipment and other tools or materials required shall be included in the pricing. The regularly scheduled maintenance and support shall exclude acts of nature, vandalism or physical abuse and operator misuse. VENDORS shall provide manufacturers' recommended routine maintenance and support schedule with their proposal. This should be listed separately and titled *"Routine Maintenance and Support Schedule for YEARS 2, 3, 4 and 5"*.

PAYMENT TERMS

The resultant Agreement will be performance-based. The percentage of payment is based on **YEAR 1 TOTAL LMS PRICE** as cited on the VENDOR'S COST PROPOSAL. Subsequent payments for the maintenance fees will be paid on an annual basis beginning on the one-year anniversary of the accepted "Go Live" date.

10% - Upon Commencement of Work
This shall be defined as the date work is started on customization of "commercial off the shelf" software is started.

10% - Upon Delivery and Installation of the system on a test/development environment
This shall be defined as the date of delivery of test/development environment and subject to acceptance and approval by RIDOT.

20% - Upon Completion of training of RIDOT personnel
This shall be defined as the date of completion of successful training of RIDOT Personnel (10) accepted and approved by RIDOT.

40% - Upon successful "Go Live" and Implementation of the Software Program on a separate Production Environment
This shall be defined as the date the software program has been accepted as complete by RIDOT and no additional changes, modifications or implementation is to take place at that time.

20% - Upon Completion of 90 days "Post" Implementation
This shall be defined as the date of successful implementation of the software with no unreasonable fixes, problems or downtime as accepted and approved by RIDOT.

RIDOT shall provide written notification of acceptance or rejection of all deliverables.

RIDOT RIGHTS

RIDOT reserves the right to:

- Separately procure hardware and operating systems that meet or exceed the selected VENDOR'S technical specifications.
- Purchase any quantity of any module during the resulting Agreement, at a quoted or negotiated price, to expand the scope of the system.
- Purchase additional single license increments.

CONTRACT TERM

The "Go Live" date must occur within **FOUR (4) MONTHS** after issuance of the Notice to Proceed. The total contract term shall not exceed a total of FIVE (5) YEARS. The "Go-Live" date is defined as the date RIDOT issues a notice of final acceptance of the system. Delivery of goods and services as described herein shall be deemed acceptance of these requirements. RIDOT may, without cause, terminate the Agreement by giving 30 days written notice to the successful VENDOR.

INSURANCE

The selected VENDOR must provide the insurance coverage and limits as outlined below:

A. Insurance Terms & Conditions

The following minimum limits and coverage will be maintained by the selected VENDOR throughout the term of the Agreement. In the event the selected VENDOR becomes in default of the following requirements, RIDOT reserves the right to take whatever

actions deemed necessary to protect its interests. Liability policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that RIDOT is an additional insured.

B. Required Coverage – Minimum Limits

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One (Workers' Compensation): Rhode Island Statutory
Part Two (Employer's Liability):

Each Accident	$100,000
Disease – Policy Limit	$500,000
Disease – Each Employee	$100,000

2. COMMERCIAL GENERAL LIABILITY – PRODUCTS & COMPLETED OPERATIONS

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to the Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the selected VENDOR under the Agreement or the use or occupancy of RIDOT premises by, or on behalf of, the selected VENDOR in connection with the Agreement.

Agreement Specific

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000

3. BUSINESS AUTO LIABILITY

Coverage must be provided for all owned, hired and non-owned vehicles.
The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) will be:

Each Occurrence - Bodily Injury and Property Damage Combined $1,000,000

4. PROFESSIONAL LIABILITY

Such insurance will cover the selected VENDOR for those sources of liability arising out of the rendering of or failure to render professional services in the performance under the Agreement. The insurance will include coverage for liability contractually assumed by the selected VENDOR in the Agreement.
The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to the Agreement will be:

Per Claim	$1,000,000
Annual Aggregate	$1,000,000

C. Conditions Of Acceptance

The Letter of Agreement will incorporate by reference RIDOT'S Operating Directive concerning contractual insurance terms and conditions in effect as of the date of the **NOTICE TO PROCEED.**

D. Hold Harmless & Indemnification

To the full extent of Rhode Island law, the contractor agrees to indemnify, defend and hold harmless the State, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the contractor, its agents or employees, including all costs, expenses and attorneys fees which in any manner result from or arise out of this agreement.

The VENDOR'S obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.

The VENDOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the contractor, its agents or employees. The State shall give reasonable notice of any such claim.

The VENDOR'S duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
LEARNING MANAGEMENT SYSTEM (LMS)
APPENDIX A – REFERENCES QUESTIONNAIRE

Bidders must provide a minimum of three (3) references which the Contractor is currently furnishing or has furnished, in the past year, a learning management system. References may be private companies or government organizations. Rhode Island Department of Transportation may not be submitted as a reference. Include company name, address, phone, fax, email, and name of person who is to be contacted for references. The State shall contact references using the attached sample form.

Business Name: _____
Business Address: _____
City, ST, Zip: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

Business Name: _____
Business Address: _____
City, ST, Zip: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

Business Name: _____
Business Address: _____
City, ST, Zip: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

Business Name: _____
Business Address: _____
City, ST, Zip: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

Business Name: _____
Business Address: _____
City, ST, Zip: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

This form must be completed and returned with your response.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
LEARNING MANAGEMENT SYSTEM (LMS)
APPENDIX B – EXISTING WORKLOAD: VENDOR CLIENT INFORMATION

Response must include a minimum of 3 clients whom have had the vendor's software solution in use at least one (1) calendar year.

Client Name	Contact Name, Email, Phone Number	Years Used (Minimum 1 year)

Vendor Name	Date

This form must be completed and returned with your response.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
LEARNING MANAGEMENT SYSTEM (LMS)
APPENDIX C - MINIMUM LMS REQUIREMENT FORM

The LMS must provide the following technical, security and functional requirements; cite "Yes" or "No" next to each entry. **The following FORM must be completed in its entirety**.

#	Minimum LMS Requirement FORM	Y	N
1	Be SCORM 1.2 and 2004 compliant for delivery of online training*		
2	Accept off-the-shelf, third-party and in-house-created online content for classes, training or exams		
3	Manage tests and test results		
4	Be accessible to up to 1800 users at the same time		
5	Allow online registration for courses		
6	Have the capability to be integrated with a future Performance Management system		
7	Manage approval workflow and allow more than one level of approval		
8	Allow managers/supervisors to enroll employees		
9	Allow for batch enrollment of employees		
10	Allow for taking a course more than once		
11	Allow administrator to cancel or delete a course/section		
12	Allow administrator to add or delete a person from a section		
13	Create and compile class surveys		
14	Automatically update performance plan when integrated with the Performance Management system to reflect course completion		
15	Allow for online completion of course surveys		
16	Update courses by pass/fail/no show/attended		
17	Identify users who are near the expiration of certification and alert employee and supervisor via the Performance Management system		
18	Allow for assignment of training by job title, managers/supervisors and work location		
19	Manage required courses and automatically alert new employees and their supervisors of required training		
20	Reset certification periods after completion of class		
21	Allow for adjustments of individual dates for certifications or qualifications		
22	Allow for certification periods of varying lengths		
23	Track direct costs (equipment, location, materials, consultants/trainers)		
24	Track indirect costs (employee and trainer time)		
25	Manage training profile based on information in the HR system and the LMS		
26	Provide reports on: Employee training profile		
27	Provide reports on: Mandatory training • By individual • By course • By date range (expiring/expired)		
28	Provide reports on: Cost • Direct • Indirect		
29	Provide reports on: Instructor • Classes taught • Schedule		
30	Provide reports on: Class rosters		
31	Provide reports on: Passed/failed/no show		
32	Provide reports on: Ad hoc		
33	Allow for multiple domains with unique permissions to each		
34	Automatically generate/update course calendar when courses are added		
35	Interface all user information from the HR Oracle Financial System		
36	Allow entry of non-RIDOT users (i.e. Contractors who must be certified by RIDOT)		
37	Have some way of notifying or flagging those who no longer work at RIDOT		
38	Have the ability to restore inactive employee to active status.		
39	Have ability to run reports on inactive employees.		

40	Allow for the tracking of certifications/Continuing Education Units/licenses		
41	Allow single sign-on for users based on Active Directory information		
42	Allow for multiple levels of user permissions		
43	Update Sampler and Inspector Qualifications information automatically and have that information available for public to view		
44	Contain names, addresses, phone number of contractors and employees		
45	Provide administrator level user the ability to create and edit employment information for all system personnel		
46	Provide contractors the ability to register classes or exams online		
47	Provide contractors ability to pay online for classes or exams and track payment status		
48	Enable permissions to override and change expiration dates		
49	Calculate qualifications and certifications expiration dates from the end of the class or exam		
50	Be able to add non RIDOT locations for training held offsite		
51	Have capability to input and maintain non-RIDOT instructors information		
52	Archive specified forms electronically		
53	Create waiting lists once a class is full		
54	Only allow RIDOT employees to register for classes or exams by Active Directory (AD) recorded name		
55	Allow Employees to view and print their transcripts		
56	Customer friendly system so even non-computer skilled workers will be able to navigate		
57	Quick and simple user training because some maintenance workers at the district level will have limited time		
58	Recognize prerequisites for classes, training or tests		
59	Allow administrator level capability to input qualification suspensions and track those suspensions for specific timelines		
60	Have compatibility to have multiple different data sets migrated into new system		
61	Have a "sandbox" version of software		
62	Have the ability to export all data to standard format. Specify format.		
63	Allow users to retrieve a forgotten password.		
64	Allow RIDOT Administrators the ability to reset an employee's password, delete or update user access. Passwords must be encrypted.		
65	Track the number of RIDOT'S total workforce, the # and % of the workforce categorized by: 7 EEO-4 Job Categories (Officials/Mangers/Administrators, Professionals, Technicians, Para-Professionals, Administrative Support, Skilled Craft Workers, and Service Maintenance)		
66	Track the number of RIDOT'S total workforce, the # and % of the workforce categorized by: 5 Racial/Ethnic Groups (White, Black, Hispanic, American Indian/Alaskan Native, and Asian); and by Gender (Male, Female)		
67	Track the number of RIDOT'S total workforce, the # and % of the workforce categorized by: Ability to report/track by Organization Division		
68	Track the number of RIDOT'S total workforce, the # and % of the workforce categorized by: Requests to attend training vs. the number denied/approved		
69	Have the ability to create professional development plan to allow employees to set goals, track activities, align competencies and set target dates		

** SCORM is standard format for Online Training course files.*

Additional Comments:

This form must be completed and returned with your response.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
LEARNING MANAGEMENT SYSTEM (LMS)
APPENDIX D - SOFTWARE MANUALS

☐ Enclosed are CD(s) or other electronic media containing copies of relevant software manuals including: IT Software Administration, End User Manuals, etc.

All submittals become the property of the State, and will not be returned.

Vendor Name	**Date**

This form must be completed and returned with your response.

RFP 7548919

Purchase and Installation of Learning Management Software including System Maintenance and Support Training

MAXIMUM 5-YEAR COST PROPOSAL

VENDOR NAME: _____

Street Address/PO Box _____

City/State/Zip _____

(Area Code) Phone # _____

Respondents must indicate in the space provided their firm fixed price or (fee) for each of the services and deliverables proposed below. These services and deliverables are the only charges that will be eligible to be paid to the VENDOR, and shall include all associated costs of delivering services covered by this Request.

		ASSOCIATED DELIVERABLE(S) / MILESTONES	*DELIVERABLE(S) DUE DATE*
TOTAL SYSTEM PRICE YEAR #1: To Include Initial Software Purchase, minimum 1800 concurrent users, including Year 1 Software Support and Licensing, Installation, Implementation and Training*			
+ Maintenance and Support for YEAR #2:			
+ Maintenance and Support for YEAR #3:			
+ Maintenance and Support for YEAR #4:			
+ Maintenance and Support for YEAR #5:			
TOTAL 5-YEAR CONTRACT:	_____		

**Installation, implementation and training must be inclusive of all activities listed in solicitation, and fully burdened to include, but not limited to: Travel, labor, per diem, overhead, etc.*

Narrative Disclosure

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any o her aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
(see reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Report Entity: ☑ Prime ☐ Subawardee Tier ___, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $ _____	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, mi):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi):	
11. Amount of Payment (check all that apply) $_____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ yes ☑ no		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
For Federal use Only:	Authorized for Local Reproduction Standard Form – LLL-A	

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

CONSULTANTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant _____ (name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

_____

_____

_____

_____ _____

Signature of Authorized Agent Date

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- Owners;
- Directors;
- Principals;
- Officers, board members, or individuals with corporate authority;
- If the vendor is a partnership, the applicant's partners;
- If the vendor is a limited liability company, its members and managers;
- Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: _____

_____

I, _____ **hereby certify as follows:**

I am employed as a _____ **of** _____
[TITLE] **[COMPANY]**
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

_____

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

Dated: 6/27/2011

CERTIFICATION FOR TITLE VI ASSURANCE

I, _____, _____ a duly authorized representative of
(Name) *(Title)*

_____ do hereby certify that the organization affirmatively agrees to the provisions
(Company)

set forth below:

1. **The Certificate.**

   For all contracts subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000d – 2000d4 (the Act) and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), prospective bidders shall be required to complete a Certification affirming compliance with the Act and the Regulations.

2. **Certification.**

   By submission of a Proposal, each bidder and each person signing a Proposal subject to the Act and the Regulations certifies that the bidder shall affirmatively agree as follows:

   (a) **Compliance with Regulations:**

   The bidder shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department, 49 C.F.R. Part 21, as they may be amended from time to time.

   (b) **Nondiscrimination:**

   The bidder shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

   (c) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:**

   In all solicitations either by competitive bidding or negotiation made by the bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder of its obligations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.

   (d) **Information and Reports:**

   The bidder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the bidder is in the exclusive possession of another who fails or refuses to furnish this information, the bidder shall so certify to the Department, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

   (e) **Sanctions for Noncompliance:**

   In the event of the bidder's noncompliance with the nondiscrimination provisions, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (1) withholding of payments under the Contract until the bidder complies, and/or

   (2) cancellation, termination or suspension of the Contract, in whole or in part.

   (f) **Incorporation of Provisions:**

The bidder shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The bidder shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the bidder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the bidder may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the bidder may request the United States to enter into such litigation to protect the interests of the United States.