



Request for Quote

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

BUYER: Walsh, Gail M
 PHONE #: 401-574-8122

CREATION DATE : 11-FEB-15
 BID NUMBER: 7549338
 TITLE: MASTER SUPPORT & MAINTENANCE - AVAYA
 PHONE SYSTEM & MODULES
 BLANKET START : 01-APR-15
 BLANKET END : 31-MAR-19
 BID CLOSING DATE AND TIME: 12-MAR-2015 02:30:00

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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DOA - ENTERPRISE OPERATIONS CENTER
 50 SERVICE AVENUE
 WARWICK, RI 02886
 US

Requisition Number: 1396530

Note to Bidders: QUESTIONS CONCERNING THIS SOLICITATION MAY BE E-MAILED TO THE DIVISION OF PURCHASES AT GAIL.WALSH@PURCHASING.RI.GOV NO LATER THAN MONDAY, FEBRUARY 23, 2015 AT 5:00 PM (ET). QUESTIONS SHOULD BE SUBMITTED IN A MICROSOFT WORD ATTACHMENT. PLEASE REFERENCE BID #7549338 ON ALL CORRESPONDENCE. 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.

| Line | Description | Quantity | Unit | Unit Price | Total |
|------|--|----------|------|------------|-------|
| 1 | ***** RFQ ***** MASTER SUPPORT AND MAINTENANCE FOR DOIT'S AVAYA PHONE SYSTEM AND MODULES PER ATTACHED SPECIFICATIONS. NO SUBSTITUTIONS. PLEASE NOTE: IN ACCORDANCE WITH RI GENERAL LAW 5-70, TELECOMMUNICATIONS, ALL RESPONDENTS MUST PROVIDE EVIDENCE OF LICENSURE AS A TELECOMMUNICATIONS SYSTEM CONTRACTOR. LICENSE # _____ | 1.00 | Each | | |

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

BID FORM



**Solicitation Information
February 12, 2015**

Bid# 7549338

TITLE: Master Support and Maintenance for DoITs Avaya Phone system and Modules

Bid Submission Deadline: March 12, 2015 at 2:30 PM (ET)

To: State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

Submitted by: _____

Date: _____

Address: _____

Telephone: _____

Fax: _____

BID FORM

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Administration, Division of Information Technology is soliciting proposals from qualified firms to provide a 2 year (with additional 2 year renewal) **Master Maintenance and Licensing to support the AVAYA PBX and modules** currently installed by the Division of Information Technology, in accordance with the terms of this Request for Quote and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at: <http://www.purchasing.ri.gov>

This Master Systems Maintenance Agreement ("Agreement") will begin effective April 1, 2015 and is to provide systems maintenance and professional services as described below and fully incorporated herein. All goods and services provided under this Agreement shall be subject to the Terms and Conditions and fully incorporated herein.

| STANDARD FEATURES OR MANUFACTURE'S EQUIVALENT | FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive | |
|--|--|--|
| | Yes/No | If Responding "Yes" and Exceeds Specifications, Provide Specifications |
| Pastore PBX and Voice Portal RTU License Qty 6 Harrington Ave Cranston | | |
| 219309J Avaya JSD SS R5 Elite U/M/101-250 N PP Yr 500 | | |
| 210354J Avaya JSD SS VP R5.X Per Port Lic PP 125 | | |
| 220286J Avaya JSD SS AES R6.X BSC TSAPI PP Yr 250 | | |
| 219925J Avaya JSD SS VP R5.X APOM R2.X Outbnd Vce PP 25 | | |
| 219920J Avaya JSD SS VP R5.X Enh Port Call Class PP 80 | | |
| 219920J Avaya JSD SS VP R5.X Enh Port Call Class PP 25 | | |
| 219851J Avaya JSD SS One-XC R6.X PP Yr 300 | | |
| 219328J Avaya JSD SS R5 SE U/M/101-1K N PP 7,000 | | |
| 231298J Avaya JSD SS Aura R5 SE 12 M PP 1Yr 300 | | |
| DLT Verint Call Recording Support Agreement | | |
| Premium Maintenance Plan - Avaya Compliance Package - 24x7 Support as follows: Verint (150) Seats of Call Recording for the Dept. of Labor & Training. | | |
| Pastore PBX AVST Xpress Care Software Warranty Qty 6 Harrington Ave Cranston | | |
| 090-98340-00 AVST XpressCare Sftw Warranty CallXpress Lic 1 For AVST Voicemail system | | |
| DLT Servion Maintenance for CBM & POM | | |
| Servion ServCare Gold 24x7 Support Coverage for iAssist Call Back Manager ("CBM") Application for Dept. of Labor & Training Servion ServCare Gold 24x7 Support Coverage for Proactive Outreach Manager ("POM") Application for Dept. of Labor & Training | | |
| ServCare Gold Customers will have 24x7 access to the ServCare team. The Solution will be reviewed quarterly and Provider will provide installation services for all patches and upgrades identified as needed and mandatory in the review. ServCare Gold also provides the Customer with forty (40) hours that can be used by the Customer towards any Move-Add-Change (MAC) services on the deployed solution. Wellness Calls provide a forum for continuous | | |

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| interaction between the Customer and Provider at Management levels. | | |
| DOA AVAYA G3 Release 3.01 and Avaya Modular Messaging 1 Capitol Hill Prov Qty | | |
| TN2312BP IPSI 2 TN799DP CLAN 1 TN2302 MED PRO 1 TN2224 DIGITAL LINE 20 TN2181 DIGITAL LINE 3 TN750 ANNOUCEMENT 2 TN464 DS1 5 TN2501 VAL ANNOUNCEMENT 1 TN747 CO TRUNK 1 TN793 – ANALOG LINE 1 | | |
| DOT Avaya PBX Telephone System, Definity Software Release 6, Definity Audix Voicemail System – 2 Capitol Hill Prov Qty | | |
| TN790B Processor 1 TN566 Audix 4 TN464F DS1 Interface 2 TN750C Announcement Board 2 TN2182C Tone/Clock 1 TN754 Digital Line Circuit Pack 9 TN2224 Digital Line Circuit Pack 6 TN742 Analog Line Circuit Pack 4 TN746 Analog Line Circuit Pack 30 TN747B Central Office Circuit Pack 18 | | |
| Pastore Avaya PBX Telephone System, Communication Manager Software Release 5.2.1, AVST Voicemail System, CMS System, Voice Portal - 6 Harrington Ave Cranston Qty | | |
| TN726B DATA Line 1 TN570B Expansion Interface 15 TN570C Expansion Interface 4 TN570D Expansion Interface 2 TN763C Auxiliary Trunk 1 TN763D Auxiliary Trunk 2 TN2182B Tone/Clock 24 TN2182C Tone/Clock 6 TN744D Call Classifier 4 TN573B Switch Node Interface 27 TN572 Switch Node Clock 4 TN771D Maintenance/Test 14 | | |

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| | ↓ Yes/No | ↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications |
| TN775B Maintenance/Test 10 TN775C Maintenance/Test 5 TN775D Maintenance/Test 6 TN760 Tie Trunk 2 TN754 Digital Line Circuit Pack 1 TN2224 Digital Line Circuit Pack 173 TN2224B Digital Line Circuit Pack 15 TN2224CP Digital Line Circuit Pack 6 TN793B Analog Line Circuit Pack 3 TN793 Analog Line Circuit Pack 3 TN746B Analog Line Circuit Pack 117 TN747B Central Office Circuit Pack 7 TN464F DS1 Interface 28 TN464GP DS1 Interface 6 TN767E DS1 Interface 1 TN2602AP Media Processor 1 TN2312BP IP Server Interface 12 TN750C Announcement Board 3 TN2501 VAL Announcement Board 4 TN799DP C-Lan Board 7 DS1 Converter 6 AVST Voicemail System – Call Xpress 8 – 96 Port 1 Call Management System Release 16.2 – Hardware Platform T5120 1 | | |
| Avaya Contact Recorder (ACR) Server, Avaya Contact Recorder Desktop Bridge Server, Servion iAssist CBM Server, Text To Speech Server 5 | | |
| ORS – 40 Fountain Street Prov Qty | | |
| DL360GG7 Server 1 G650 Media Gateway 2 G600/G650 TDM LAN Cable 1 Bus Terminator CP AHF110 2 TN763C Auxiliary Trunk 1 TN748D Tone Detector 1 TN2182C Tone/Clock 1 TN771DP Maintenance/Test 1 TN754B Digital Line Circuit Pack 1 TN2224B Digital Line Circuit Pack 8 TN742 Analog Line Circuit Pack 1 TN746 Analog Line Circuit Pack 2 TN746B Analog Line Circuit Pack 1 TN747B Central Office Circuit Pack 7 TN2602AP Media Processor 1 TN2312BP IP Server Interface 1 | | |
| Non-Maintenance Related Services: Provider agrees to provide any and all Non-Maintenance Related Services at the rates listed below for the duration of the Maintenance Term. | | |
| Non-Maintenance Related Services Rate Table Rate Systems Technician Rate, Business Hours \$110.00 hourly Voice Systems Engineer Rate, Business Hours \$125.00 hourly | | |

BID FORM

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|--|--|---|------------------------------|---------------------------------------|---|---------------|----------------------------|--|----------|--|--|
| | <p align="center">↓ Yes/No</p> | <p align="center">↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications</p> | | | | | | | | | |
| Contact Center Engineer, Business Hours \$175.00 hourly CCIE Level Network Engineer, Business Hours \$225.00 hourly | | | | | | | | | | | |
| Non-Maintenance Related Services scheduled and performed outside of normal business hours will be billed at the premium labor rates, as outlined below. The Provider’s normal business hours are from 8:00 AM to 5:00 PM, Monday through Friday. | | | | | | | | | | | |
| Upon Customer’s request, Provider shall provide cost estimates in advance of any Non-Maintenance Related Services. All requests for Non-Maintenance Related Services must be authorized in writing by Customer’s Purchase Order. After Hours Rates for Non-Maintenance Services Rate Before or After Normal Work Hours 1.5 times the standard hourl Saturdays 1.5 times the standard hourl Sundays & Holidays 2.0 times the standard hourl | | | | | | | | | | | |
| Service Level Management. | | | | | | | | | | | |
| Provider will utilize a structured escalation mechanism for the fault management based on the severity levels, as detailed below. All incidents reported by Customer shall be classified under the following categories, depending on the severity of the incident and the extent to which the operations are affected. The decision to classify the incident into one of the categories will be taken by Customer during the call logging process. The severity level of the incident can be changed as appropriate during the incident handling process or thereafter if required by Customer. | | | | | | | | | | | |
| Critical - 1 hour - The issue must be resolved for business to continue. Critical job functions cannot be completed. Critical errors are as follows: • Reasonable discontinuation of work due to failure of application software. • Critical loss of data or corruption. • Calls are not routed to agents, Callers are dropped or Greetings are not played, when call hits the IVR there is only dead air etc. | | | | | | | | | | | |
| Major - 4 hours - Medium severity issue can be resolved through circumvention or workaround of the documented functionality of the Application software, but the expected result can be achieved (i.e.) there is some business impact wherein, change in routine or workflow can be accommodated. | | | | | | | | | | | |
| Minor - 24 hours -Little or no business impact. Issues that are an enhancement request, or are cosmetic in nature, related to documentation or avoidable through alternate use of the program. | | | | | | | | | | | |
| Escalation of Trouble Reports | | | | | | | | | | | |
| <table border="0"> <tr> <td>Level – 1 Software Services Engineer</td> <td>Critical – 1 hr Major – 4 hrs Minor – 24 hrs</td> <td>Support Mgr/ Regional OIC</td> </tr> <tr> <td>Level – 2 Support Mgr/Regional OIC</td> <td>Critical – 4 hrs Major – 8 hrs Minor – 48 hrs</td> <td>Delivery Head</td> </tr> <tr> <td>Level – 3 Delivery Head</td> <td>Critical – 8 hrs Major – 24 hrs Minor – 96 hrs</td> <td>SBU Head</td> </tr> </table> | Level – 1 Software Services Engineer | Critical – 1 hr Major – 4 hrs Minor – 24 hrs | Support Mgr/ Regional OIC | Level – 2 Support Mgr/Regional OIC | Critical – 4 hrs Major – 8 hrs Minor – 48 hrs | Delivery Head | Level – 3 Delivery Head | Critical – 8 hrs Major – 24 hrs Minor – 96 hrs | SBU Head | | |
| Level – 1 Software Services Engineer | Critical – 1 hr Major – 4 hrs Minor – 24 hrs | Support Mgr/ Regional OIC | | | | | | | | | |
| Level – 2 Support Mgr/Regional OIC | Critical – 4 hrs Major – 8 hrs Minor – 48 hrs | Delivery Head | | | | | | | | | |
| Level – 3 Delivery Head | Critical – 8 hrs Major – 24 hrs Minor – 96 hrs | SBU Head | | | | | | | | | |
| System Monitoring and Dispatch: | | | | | | | | | | | |

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| | <p align="center">↓ Yes/No</p> | <p align="center">↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications</p> |
| <p>Provider will monitor Customer’s system(s) 24 hours per day, seven days per week for system alarms and will proactively test the system(s) nightly. Upon detection of an alarm via Provider’s Remote Monitoring Software and/or notification of a “Trouble Report” by Customer, Provider will diagnose and isolate the trouble or failure and remotely restore the system(s) to operating functionality. “Trouble Report” means the established manner in which Customer will notify Provider of any system alarms, troubles and/or failures. If the system trouble cannot be resolved remotely by Provider’s Monitoring Software within fifteen (15) minutes of receipt of the alarm, Provider’s on-call Service Manager and on-call technician(s) will receive an alert notification and will work to troubleshoot and resolve the system trouble remotely. Provider will also notify Customer’s designated contact(s) of the trouble in a manner pre-approved by the Customer. If it is determined that the system trouble cannot be cleared remotely, Provider will schedule the dispatch of a technician to Customer’s site for on-site resolution of the system trouble. The method for Customer to submit a Trouble Report including Escalation Procedures to include all contact information, phone numbers and email addresses in order to escalate troubles. In addition, Provider shall also provide instructions to Customer on how to submit a Trouble Report online through Provider’s website.</p> | | |
| <p>Response Times:</p> | | |
| <p>For all Major System Malfunctions (defined below), Customer support is available 24 hours per day, seven days per week. For all non-emergency malfunctions, Customer support is available during Provider’s normal business hours, 8:00 am through 5:00 pm EST, Monday through Friday, excluding Provider holidays.</p> | | |
| <p>Major Failures</p> | | |
| <p>For a major system malfunction resulting in total system failure, failure of a console or application processor, or a severe problem preventing Customer or workgroup from performing critical business functions or workflow, failure of 20% or more of a system’s trunks or stations, or failure of calls being routed to agents (“Major System Malfunction”), the Provider will respond remotely within fifteen (15) minutes and will assign resources and commence work immediately on such level of severity and respond on-site, as necessary, within four (4) hours from the time a remote alarm is delivered to the Provider’s Operations Center or notification of the trouble is provided by the Customer, whichever first. All other malfunctions are classified as non-emergency, unless otherwise agreed by the Parties. The Provider will respond to non-major failure service requests within one business day from the time a remote alarm is delivered to the Provider’s Operations Center or notification is provided by the Customer, whichever first. Provider shall use its best efforts that major failures shall be corrected within 24 hours or sooner and other failures as expeditiously as possible.</p> | | |
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| <p>Equipment Replacement</p> | | |
| <p>Provider understands that repair and replacement parts for any malfunctioning equipment shall be new so long as new equipment is available for sale by the manufacturer and its distributors. If new equipment is no longer available for sale, Customer understands that replacement parts may be unused or refurbished equipment to be the functional equivalent of new. The replacement equipment shall become Customer’s property and the replaced equipment must be surplus following state rules.</p> | | |
| <p>Upgrades and Updates</p> | | |
| <p>To ensure consistent service levels, any hardware and/or software upgrades/updates performed by a party other than Provider must be approved in writing and authorized in advance.</p> | | |
| <p>Preventive Maintenance</p> | | |
| <p>Annual preventative maintenance functions will be provided, including cleaning or changing system air filters and updating system backup media. Such maintenance shall be performed in mutually agreed upon times.</p> | | |
| <p>System Backups</p> | | |
| <p>Provider will configure a backup schedule within covered system(s) to provide backup of the system(s) to Customers Server or Provider’s FTP server at no additional charge. This service requires that Customer’s system(s) comply with Provider specifications including but not limited to internet access.</p> | | |
| <p>Future EPNs installed and connected to the main switch at the Pastore or DOA campus will be added and covered by this Master Maintenance Agreement, (price change through State of RI Purchasing change order), after the manufacturers warrantee has expired on the new installed equipment.</p> | | |
| <p>Provider must hold Cisco Advanced Collaboration Certification</p> | | |
| <p>Provider must employ a Cisco Certified Internet Voice Subject Matter Expert as permanent staff.</p> | | |
| <p>Provider Must employ a certified Project Manager Professional and Project Manager Institute Agile Certified Practitioner as permanent staff.</p> | | |
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BID FORM

Having examined all matters referred to in the bid documents for Bid# 7549338 and the section entitled Additional Requirements, we the undersigned, hereby offer to enter into a contract to provide and perform the bid Service Support for the following sum.

We offer (Lump Sum Fixed-Fee Price) the BID TOTAL:

_____ (written)

(\$ _____.) (numerically)

BID FORM SIGNATURE(S)

(Bidder's name)

Date: _____

Title: _____

Corporate Seal:

Instructions for Bid Submission

Response Contents: Bids must include the following items

- A copy of the **Bid Form** must be returned with the bid and must indicate compliance with aspect of the specifications.
 - For each bid, return a completed **Bid Form** indicating “YES” or “NO” to each of the required specifications in the field provided. No exceptions are allowed. Indicating “YES” means that your product meets with the exact and/or particular specification. Indicating “NO” means your product is not in-compliance with the exact and/or particular specification and it will be deemed “NON-RESPONSIVE”, resulting in your bid t being denied. Your bid shall not receive any further consideration. If your bid exceeds the exact and/or particular specification, please provide the specification in the appropriate field indicated on the form.
- Provide three (3) references of customers with similar systems, which are presently operational, located in the Northeast United States area
- Agency Approvals: UL -FCC System must be UL approved for operator safety. Bidder will submit accreditation certificates showing compliance. Failure to submit certificate will result in bid being rejected.
- Bidder must submit a detailed explanation and/or specification of the service offered.
- Bidder must have the ability to bill separately for Other Agencies as required by DoIT.

BID FORM

Additional Requirements:

- **Maintenance Term** - This Agreement shall be for the initial Maintenance Term stated above and fully incorporated herein (the "Initial Term"). Unless otherwise terminated as provided herein or as mutually agreed to by the parties, sixty (60) days prior to the expiration of the Initial Term and thereafter during any annual extension of the term, Provider shall notify the Customer in writing of the expiration date and Customer may elect to renew this Agreement for another year which Agreement shall continue thereafter upon the same Terms and Conditions. If the Customer elects to renew the Agreement for a subsequent term(s), Customer shall provide notice to Provider of its intent to renew, within ten (10) business days of the expiration date. Unless otherwise specified in this Agreement, Customer may terminate the Maintenance Services in whole or in part during the term of this Agreement, upon thirty (30) days written notice.
- **Invoice and Payment** - On the first day of each month, the Provider shall generate and send to the Customer a monthly invoice for the Total Monthly Service Fee set forth in Schedule A, which shall be due, unless disputed by the Customer, in accordance with R.I. Gen. Laws Title 42, Chapter 11.1, titled "Prompt Payment by Department of Administration."
- **Taxes** - If Customer is exempt from certain taxes including, but not limited to, federal excise taxes and state sales and use taxes Customer shall submit evidence of such exemption to Provider upon written request.
- **Notice** - All notices required to be sent hereunder (except for service notifications addressed above) shall be in writing to the information below and shall be deemed to be given: three (3) days after the date of first-class mailing,; or if delivered in person, notice will be deemed received when taken in hand by each representative listed below; or upon delivery by reputable overnight delivery service; or upon receipt if sent by facsimile with
- **Warranties and Remedies for Services** -
 - a. **For Services:** Provider warrants that all installation services will be performed by qualified personnel in a professional manner and in accordance with good commercial practices and industry standards. Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes in effect at the time services are rendered. Services shall also be performed in accordance with any State security and access requirements and in accordance with DoIT's policies that may be located at www.DOIT.ri.gov.
 - b. **For Equipment:** Provider warrants that any equipment provided hereunder shall conform to the manufacturer's standard specifications for such equipment and shall be free from defects in both materials and workmanship during the applicable warranty period(s). Provider, to the extent permitted, hereby assigns to Customer all other warranties, if any, given to it by others on equipment not manufactured by Provider. If, under normal and proper use, equipment should become defective during the applicable warranty period(s), Provider will correct, repair and/or replace the same, without charge to Customer for equipment or services, at Provider's facility if the products are readily removable, or at the installation location. If Provider is required to repair equipment at the installation location, Customer shall make the equipment accessible to Provider.
- **Customer's Responsibilities** - Customer agrees (a) to provide the proper environmental and electrical conditions and system connections as specified by the equipment manufacturer and/or the system's vendor(s); (b) maintain back-up files and discs for all relevant software comprising or affecting the equipment and/or the system(s); (c) not to perform or permit any party other than Provider to perform any installation, removal, relocation, modification, maintenance, or repair to the equipment or the system(s) or its components, or allow anyone access to the system software, without written consent of Provider; and (d) to provide access to the equipment or system(s), as

BID FORM

necessary, both remotely and directly so that Provider can effectively perform its services at mutually agreeable times.

- **Toll Fraud Disclaimer** - Provider makes no warranty or representation that the equipment is immune from or prevents fraudulent intrusions into and/or unauthorized use of the system(s) (including any interconnection or a long distance network). Customer assumes the risk of any and all fraudulent use of the system(s), and agrees to pay for all charges incurred as a result thereof.
- **Acceptance and Risk of Loss** - Equipment that does not require installation shall be considered accepted upon delivery to Customer. Equipment that requires installation shall be deemed accepted by Customer upon installation and written acceptance of the equipment by Customer. If Customer does not provide written acceptance due to non-compliance or defect, the equipment will be deemed accepted immediately once such defect is remedied by Provider. Customer assumes the risk of loss to the equipment upon delivery. Until the purchase price for the equipment is paid in full, Customer will maintain adequate insurance against fire, theft or other loss for the equipment's full insurable value with Provider named as loss payee. Title in the equipment will pass on full payment of the purchase price, plus all applicable taxes. If requested by Provider, Customer will execute a standard form financing statement (UCC-1). Customer appoints Provider as its agent, to sign and file a financing statement to perfect Provider's security interest in the equipment. Upon payment in full, Provider will promptly file to remove such interest. Title and ownership to any equipment replaced during installation shall be transferred to Provider.
- **Termination of the Agreement** - The Agreement shall terminate, (a) during the term of the Agreement, upon thirty (30) days written notice from the Customer; (b) upon failure of a breaching party to cure a breach of any of the terms and conditions of this Agreement within thirty (30) days after receipt of written notice from the non-breaching party; (c) at the end of the contract term unless otherwise renewed; or (d) if the other party becomes the subject of any involuntary proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors.
- **Indemnification** - The Provider shall indemnify and hold harmless the Customer, including the Department (s), its agents, officers and employees against any and all claims, liabilities and costs (including reasonable attorney's fees) for any personal injury, bodily injury or property damages, patent or copyright infringement or other damages that the Customer may sustain which arise out of and/ or in connection with, in whole or in part, the Provider's performance of the Agreement, including but not limited to the negligence, reckless or intentional conduct of the Provider, its agents, officers, employees or subcontractors. The Provider shall at no time be considered an agent or representative of the Department(s) or the State. The Customer shall not be liable for any costs incurred by the Provider arising under this paragraph. Any indemnification of the Provider for the negligence, or tortious acts of Customer, its agents, officers, employees or subcontractors (which does not include Provider, its agents, officers, employees or subcontractors) shall be subject to the extent allowed by applicable law, including but not limited to, R.I. Gen. Laws Title 9, Chapter 31 and appropriation.
- **Personnel Assignments** - While Provider will make every effort to dedicate personnel to Customer's account, Customer understands and agrees that it may be necessary from time to time to replace or substitute assigned personnel to accommodate other service priorities, illness, vacations, scheduled training and other similar circumstances.
- **Non-Solicitation** - The parties agree not to employ or solicit to employ the employees of the other for the duration of this Agreement, and one year thereafter.

BID FORM

- **Force Majeure** - Neither party shall be liable under this agreement because of any failure or delay in the performance of its obligations (except for payment of money) by reason of acts of God or government, labor disputes, riots, fire or other casualties, weather conditions such as lightning, windstorm, flood, earthquake or other natural disasters, hostilities, epidemic, terrorism, or any other cause beyond either parties reasonable control.
- **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights, or obligations hereunder shall be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- **Modifications** - Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by an authorized representative of the parties.
- **Severability and Waiver** - The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist upon the performance of any term or condition of this Agreement shall not be construed as waiver of such a term or condition with respect to further performances.
- **Confidentiality** - For purposes of this Agreement, "Confidential Information" means (i) any Customer documents, files, programs and data that Provider may have access to during the performance of any Services; and (ii) any other information that Customer desires to protect against unauthorized disclosure and that: (a) if disclosed in tangible or electronic form, is marked in writing as "confidential" or (b) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential.", Provider agrees to safeguard and keep confidential and not disclose the Confidential Information, and to use such Confidential Information only in connection with its performance of the Services. Confidential Information does not include information that (i) is in Provider's possession at the time of its disclosure hereunder and not otherwise subject to obligations of confidentiality or obtained through the performance of services under Notice of Blanket Purchase Agreement Award Number 3249860; (ii) is, or becomes publicly known, through no wrongful act or omission of Provider; (iii) is received by Provider without restriction from a third party free to disclose it without obligation to Customer; or (iv) is developed independently by Provider without reference to the Confidential Information or other information of Customer. Provider shall indemnify and hold harmless the Customer, its departments, offices, agencies and its and their officers, directors, employees, representatives, agents or successors disclosed from any and all damages, costs and expenses, including reasonable attorney's fees, from such successful unauthorized access, use or disclosure of Confidential Information.
- **Insurance** - Provider agrees to maintain the insurance required by Blanket Purchase Agreement Award. This Paragraph and the Purchase Order for this Agreement and/or any other written request for additional insurance made by the Customer prior to the actual issuance of a Purchase Order by the State of Rhode Island, for the minimum insurance protection for: Technology Errors and Omissions Insurance. Coverage shall be maintained and/or purchased for prior acts insurance coverage for three (3) years after completion of the services by the Provider. Provider shall provide at the written request for the State of Rhode Island certificates of insurance and/or any other required additional insured endorsements throughout the term hereof.
- **Governing Law** - This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Rhode Island. . In the event of any controversy, claim, and/or dispute between the parties arising out of or relating to this Agreement, whether in law and/or in equity, such controversy, claim, and/or dispute shall be brought in the Providence County Superior Court, the business calendar, so-called. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of said court.

BID FORM

- **Incorporation by Reference** - The Blanket Purchase Agreement Award and Provider's Response to said RFQ are hereby incorporated by reference. The State's Purchasing Act, R.I. Gen. Laws Title 37 Chapter 2, and State of Rhode Island Procurement Regulations and the General Terms and Conditions of Purchase are hereby incorporated by reference.
- **Survival** - Any obligations and provisions of this Agreement which by their nature, extend beyond the expiration or termination of this Agreement, including but not limited to maintenance of required insurance, and/or any requirement to indemnify and/or hold the State of Rhode Island harmless, safeguarding Confidential Information and Indemnification of same shall survive the expiration or termination of this Agreement.
- **Entire Agreement** - THIS AGREEMENT AND ANY SCHEDULES, ATTACHMENTS, OR ADDENDA HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, NEGOTIATIONS, COMMUNICATIONS, DISCUSSIONS AND PRIOR UNDERSTANDINGS BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL.
- This Agreement shall not take effect until issuance of a Purchase Order by the State Division of Purchases.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID FEDERAL AND/OR RHODE ISLAND LICENSE.

VENDOR SPECIFICATIONS

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

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

Evaluation and Selection:

Upon selection of the lowest responsive and responsible bidder, the Division of Purchases will issue a letter of award and a Purchase Order will be issued according to the Bid Proposal and Solicitation.

Contract Terms and Conditions

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INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

MULTI YEAR AWARD

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

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small

percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

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

TELECOMMUNICATIONS LICENSURE

OFFERORS MUST PROVIDE EVIDENCE OF LICENSURE AS A TELECOMMUNICATIONS SYSTEM CONTRACTOR, IN COMPLIANCE WITH TITLE 5 CHAPTER 70 (RIGL), WITH THEIR OFFERS.

CAMPAIGN FINANCE COMPLIANCE

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

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

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act

of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

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

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.