



State of Rhode Island  
Department of Administration / Division of Purchases  
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## ADDENDUM # 5

RFP# 7550815

TITLE: Grants Management System

SUBMISSION DEADLINE: September 7, 2016 at 11:00 AM ET

ADDENDUM DESCRIPTION: Responses to Questions on Agreement Document

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Responses to Questions received by August 26, 2016 at 4:00 PM ET:

- 1. Question:** Addendum 4, Statement - Attached is a preview copy of the Agreement for interested parties for review and questions will be accepted specific to this Agreement document.

Question – Based upon the finalization of deliverables of the State and the awardee, please confirm the T&Cs may require modifications, which will be acceptable to the State?

**Answer:** The State provided the Agreement as Addendum 4 of the RFP to be used as a foundation for negotiations with the selected vendor for purposes of expediting the negotiation process. Contract exceptions should be included in the Bidder's proposal and will be reviewed by the State as part of the evaluation process. The State reserves the right to accept, modify or reject any alternate terms in accordance with Section 13(c) of the State's general conditions of purchase which provides:

*13 c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be*

- 1. Rejected as being non-responsive, or*
- 2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or*
- 3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.*

*Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.*

**2. Question:** GMS Service Agreement 4.4, Page 4, CONSIDERATION, PAYMENT, RETAINAGE, The “Website Customization and Application & Interface Changes” would appear to be for another contract, can you confirm/modify?

**Answer:** “Website Customization and Application & Interface Changes” is defined in Section 2: Definitions. The definition of this term is:

“Software development and user interface work that is done by the State or Contractor to modify the website front-end, or to the back-end code which is inherent to the application or interfaces to third party systems.”

**3. Question:** GMS Service Agreement 12, Page 8, ACCEPTANCE CRITERIA, Statement - The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State’s specifications and Contractor’s technical representations.

Question – Can the State provide these defined processes and procedures prior to contract execution or review and use the vendor provided definitions? Also what is the limit for the State delaying acceptance?

**Answer:** While the vendor is free to submit their own definitions for consideration, the State expects to work with the vendor to define clear pass/fail criteria for each agreed-to deliverable and technical requirement in the generalized format of “Given [a precondition], when [a user or service] does [some action], [an expected result] happens or is achieved,” where appropriate. For highly technical areas or where the use case is inappropriate for such a format, the State will work with the vendor to craft an acceptance checklist of some kind addressing all required aspects of functionality. There is no limit to the State delaying acceptance, provided the vendor has been notified in writing of what has been deemed unacceptable, and that the State has been reasonable in its evaluation of that unacceptability.

**4. Question:** GMS Service Agreement 15.1.4, Page 11, LIMITATIONS OF LIABILITY, Just want to point out that the contractor’s two times limit may be an item of discussion.

**Answer:** See answer to Question 1.

**5. Question:** GMS Service Agreement 28, Page 15, SUBCONTRACTING AND ASSIGNMENT, Please confirm that the vendor’s identification of subcontractors and business partners within the vendor’s proposal is the notification to the State, as no mechanism to obtain prior approval from the State exists within the proposal?

**Answer:** Identification of subcontractors and/or business partners in the proposal serves as notice to the State.

**6. Question:** GMS Service Agreement 30, 31, 32, 33, Pages 15-19, SECURITY REQUIREMENTS AND INCIDENT RESPONSE, SECURITY INCIDENT OR DATA BREACH NOTIFICATION, DATA BREACH RESPONSIBILITIES, DATA PROTECTION, Vendor simply wants to state these sections will require some modifications based upon what the State ultimately purchases/contracts with the vendor to deliver

**Answer:** See answer to Question 1.

**7. Question:** GMS Service Agreement 35, Page 20, NONVISUAL ACCESSIBILITY WARRANTY, Note this clause should be augmented with the vendor's 508 VPAT that follows the Web Content Accessibility Guidelines 2.0 Level AA as the guidance for what is warranted.

**Answer:** Vendor's offering should be in compliance with the accessibility principles of Section 508 of the Federal Rehabilitation Act and the standards documented in the World Wide Web Consortium's Web Content Authoring Guidelines, Version 2, Level AA (WCAG2 Standards). Towards that end, accessibility considerations should be built into every phase of the project. Accessibility tests should be conducted before delivery and include testing results with all deliverables. All these elements should be documented in the vendor's VPAT, which the State encourages vendors to submit along with their proposal.

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NO FURTHER AGREEMENT QUESTIONS SHALL BE ACCEPTED AS OF THIS ADDENDUM.

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