



**Solicitation Information  
February 24, 2020**

**RFP #7602796**

**TITLE: BEHAVIORAL HEALTH SYSTEM REVIEW TECHNICAL ASSISTANCE**

**Submission Deadline: March 23, 2020 @ 11:30 AM Eastern Time (ET)**

**PRE-BID/ PROPOSAL CONFERENCE: NO  
MANDATORY:**

If 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/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

**DATE:**

**LOCATION:**

Questions concerning this solicitation must be received by the Division of Purchases at [DOA.PurQuestions10@purchasing.ri.gov](mailto:DOA.PurQuestions10@purchasing.ri.gov) no later than **March 4, 2020 @ 10:00 AM ET**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**BID SURETY BOND REQUIRED: NO**

**PAYMENT AND PERFORMANCE BOND REQUIRED: NO**

Dawn Vittorioso, Buyer II

**Note to Applicants:**

- Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM**

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## SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Executive Office of Health and Human Services (“EOHHS”), is soliciting proposals from qualified firms to provide a comprehensive review of behavioral health system review in the current health care delivery system in Rhode Island, provide recommendations that reflect behavioral health service delivery provisions which include options for alternative payment models that assure value based care in the behavioral health provider network and the members served within managed care, Rhode Island’s Accountable Entity program and in all other applicable areas where members may access care for Substance Use Disorder (SUD) treatment. The vendor will also provide technical assistance, and a detailed implementation and sustainability plan based on analyses that include both qualitative and quantitative data sets, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The initial contract period will begin approximately June 1, 2020 until the grant period is complete, on March 29, 2021. Contracts may be renewed for up to two additional years based on vendor performance and the availability of federal funds.

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

### **Instructions and Notifications to Offerors**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.

6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at [ODEO.EOO@doa.ri.gov](mailto:ODEO.EOO@doa.ri.gov).

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov)

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a

subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

## SECTION 2. BACKGROUND

The Rhode Island Executive Office of Health and Human Services (EOHHS) received an award from the Center for Medicare and Medicaid Services to conduct a planning and needs assessment related to Demonstration Project to Increase Substance Use Provider Capacity. Rhode Island Medicaid's Provider Capacity Building Initiative (PCBI) is led by EOHHS and Medicaid, the statutory authority as the State Medicaid Agency. EOHHS will implement a comprehensive approach to increase provider capacity and willingness to provide SUD services to Medicaid beneficiaries with opioid use and other substance use disorders. The PCBI grant as a whole will:

1. Evaluate:
  - a. Needs Assessment of existing service capacity gaps among Medicaid service providers;
  - b. Evaluate service provision of behavioral health services on a continuum of care within the managed care entity vehicle and Accountable Entity delivery transformation work;
  - c. Explore and further assess the root cause of Substance use workforce infrastructure gaps that impact service capacity among Medicaid providers and create plans to fill them;
  - d. Payment reforms and sustainability strategies that align with Rhode Island's Accountable Entity program demonstration under managed care;
2. Support providers with training and technical assistance to address myriad needs, such as disparities in care;
3. Integrate technology to improve quality of outcomes.

In order to implement this federal award, RI will require technical assistance to complete the assessments described above under #1 and will need additional expert consultation to address existing system capacity gaps including those associated with the terms and scope of Governor Gina Raimondo's Executive Order 18-03 *Reaffirming and Expanding Rhode Island's Commitment to Persons with Mental Illness and Substance Use Disorders-Addressing Parity and Access to Timely and Needed Care* (5/4/2018). The state has convened an interagency Behavioral Health (BH) Population Health Planning team to develop an action plan to guide improvements to the pediatric and adult behavioral healthcare systems. The work resulting from this RFP should align with all statewide efforts related to SUD treatment, which include but are not limited to: Managed Care Organizations, Accountable Entities, and other applicable stakeholders such as the Substance Use and Mental Health Leadership Council. This may also include interaction with the aforementioned BH Population Health Planning Team, which is intended to assess the spending, supply, and demand for the full continuum of behavioral healthcare within the state, with a focus on the interplay between the public (Medicaid) and private systems.

The State requires assistance with a planning framework that will support the state in operationalizing this approach. The State requires technical assistance to fully implement practical applications of this service planning framework at both individual and population levels within its current delivery system.

Specifically, this work must include the analysis of the prevalence and distribution of disorders/special needs within age-specific groupings, anticipated service demand rates to each category needs level, and identification of the full spectrum of evidenced-based prevention and treatment. There should be benchmarks for the resources (e.g. beds, staff, dollars) and activities (e.g. service contacts, hours) required to deliver this adequate care to specific populations. Rhode Island requires consultation on all proposed approaches to analyzing these data sets, to support the creation of age-specific integrated prevention and treatment service arrays. Other planning and infrastructure requirements need to be identified, such as the type of human resource training needed, research, and system improvement activities at the local and state level to fully support this strategic and broad approach.

For historical reference, in 2014, The Rhode Island Department of Administration/Division of Purchases, on behalf of the Executive Office of Health and Human Services (EOHHS) in partnership with the Rhode Island Department of Health (HEALTH), the Department of Behavioral Health, Developmental Disabilities, and Hospitals (BHDDH), and the Office of the Health Insurance Commissioner (OHIC), procured a set of services to assist in identifying innovative practices, policies, and system structures to further the goal of providing accessible, high quality, and affordable behavioral healthcare. The study was intended to examine the spending, supply, and demand for the full continuum of behavioral healthcare within the state. The State used this information to help determine the adequacy, efficiency, and opportunities to improve behavioral healthcare throughout Rhode Island. This body of work, called the Rhode Island Behavioral Health Study (BH Study), is available at this link: <http://www.bhddh.ri.gov/mh/truven.php>.

## **SECTION 3: SCOPE OF WORK AND REQUIREMENTS**

### **General Scope of Work**

This solicitation seeks a vendor to support behavioral health system planning, with the ultimate goal of improving the capacity of our providers and continuum of BH/SUD services to effectively and sustainably meet the needs of Rhode Islanders. Key deliverables of this solicitation include:

- 1) Conduct a Behavioral Health System review to include the evaluations outlined above, as well as a focus on the shift from a fee for service model to managed care. In 2016, behavioral health services were contracted through managed care to further support integration of behavioral and physical health. The analysis should reflect and explore key changes in the payment and delivery system with a focus on quality and access to care.
- 2) Produce recommendations for the state based on findings of task 1 and if applicable, develop detailed workplans to implement recommendations across EOHHS agencies to address these service gaps and system challenges, specifically targeting the enhancement of SUD treatment capacity in Rhode Island.
- 3) Develop technical assistance toolkit to assist the state in building the needed capacity to achieve the implementation of the BH Study recommendations and actively monitor progress.

The recommendations and workplans should include (but not be limited to) the following key aspects of the BH and SUD systems:

- Health equity;
- Transitions across levels of care and systems of care;
- Integration of mental health, SUD, primary care, and health related social needs;
- Early identification and intervention, leveraging the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit for children and youth as needed;
- Supporting SUD treatment provider capacity by addressing the barriers that impact capacity, access to care. This should include data collection and interviews with current and prospective providers licensed by BHDDH, including Community Mental Health Centers, Opioid Treatment Programs (OTPs), Center of Excellences (COEs), as well as representatives from Managed Care Organizations (MCOs) and Accountable Entities (AEs).
- Additional priority topics that emerge from the work and are agreed upon by the state.

The primary focus of the federal award is to support Medicaid SUD provider capacity-building, and in that context, the workplans should focus on areas of potential capacity-building, with a co-occurring and holistic framework around SUD treatment that assesses access to mental health and specialty services and the quality of care delivered under those services.

Within the implementation plans, the vendor is expected to also identify alternative payment methodologies that incentivize SUD treatment provider capacity in a way that would enable providers to attain a meaningful level of solvency to assure sustainability within current delivery systems. These plans could include investigations into other states' payment models, other grant opportunities, or the leveraging of existing funds. The state is particularly interested in models that explore moving funding from high-intensity, high-cost services (e.g. inpatient medical/psychiatric beds, nursing home beds) to collaborative, community-based, continuum-of-care models to promote higher quality care and pursue cost-containment.

## **Specific Activities / Tasks**

### **Behavioral Health System Technical Assistance and Product Development**

1. **Task One:** In collaboration with the state, MCOs, and applicable stakeholders, produce a comprehensive BH Study that describes Rhode Island's current continuum of care for BH/SUD need across the lifespan and across levels of need/acuity, maps current system and provider capacity - highlighting existing gaps, and benchmarks expenditures across all payers across an array of services. The BH study should be grounded in the unique characteristics of the Rhode Island landscape, such as the Medicaid managed care payment system and the regulatory environment. To produce such a study, the vendor is expected to complete the following activities:
  - a. Assemble/meet with a team of state staff;
  - b. Complete a detailed review of the continuum of care for behavioral health in Rhode Island. The State will supply data sources as available, but it is expected that the vendor will demonstrate capacity to collect and analyze data in accordance with this RFP. Such materials provided by the state may include the following: managed care contract, 2015 BH Study Supply, Demand, Cost and Final Report;
  - c. Compile data to inform all key pieces of the final deliverable;



- d. Conduct additional policy research to develop specific, actionable, and strategic recommendations for Rhode Island. Research should focus on (but is not limited to) Medicaid benefit structure and financing, provider oversight and monitoring, promising payment and delivery models, and integration and coordination of care;
- e. Engage a wide range of stakeholders in the state for feedback during this planning process, including but not limited to: people with lived experience, providers, MCOs, state agencies, community organizations, etc.
  - i. This stakeholder engagement will be carried out through a variety of means including, but not limited to: one-on-one interviews, larger meetings, focus groups, site visits, etc.
  - ii. The chosen vendor will collect and analyze qualitative data of this engagement and provide documented updates to the State
- f. Produce a final report with the following core components:
  - i. Behavioral Health Needs:
    1. Estimate level of need and service demand prevalence rates by age category across the lifespan, by payer, and by acuity (i.e. those at-risk, mild, moderate, severe), to make assertions about the continuum mental health and SUD services needed to effectively meet the needs of Rhode Islanders;
    2. Identify prevalence of co-occurring MH and SUD disorders, as well as unique medical needs of our populations with MH and SUD;
    3. Ensure inclusion of all substance use: including but not limited to alcohol, tobacco, vaping, marijuana, illicit drugs, etc.;
    4. Highlight disparities in morbidity and mortality of mental health and SUD;
    5. Identify gaps in current system, where more capacity for SUD treatment is needed.
  - ii. Behavioral health expenditures and investment in high-value services.

Rhode Island seeks to understand the level, rate of growth, and distribution of behavioral health expenditures in the state with a particular focus on spending in high-value outpatient and community-based settings of care relative to inpatient care. Several policy questions motivate this portion of the analysis, including whether opportunities exist to build capacity for a high-value continuum of behavioral health care by rebalancing existing expenditures and/or making targeted investments in outpatient and community-based settings of care. Rhode Island is interested in measuring Medicaid and private commercial health plan investment in professional and outpatient behavioral health care providers and comparing this investment to other states and/or high performing health systems.

1. Identification of comparison states and/or high-performing health systems may be based on risk-adjusted total spending, quality and access to care measures. Rhode Island would like the vendor to develop and implement a methodology for identifying and measuring investment in professional and outpatient behavioral health care services, including, but not necessarily limited to the following services.
    - a. Spending on evaluation and management services by psychiatrists;
    - b. Psychiatric diagnostic evaluations;
    - c. Psychotherapy or other counseling;
    - d. Psychological and neuropsychological testing;
    - e. Psychological treatment services, such as partial hospitalization, etc.
    - f. Integrated behavioral health/primary care services, such as Health and Behavior Assessment/Intervention codes; and
    - g. Screening, Brief Intervention, and Referral to Treatment (SBIRT) screening.
  2. In consultation with the state, other services may be added to the foregoing list. Spending should be represented in a meaningful manner that reflects the total cost of care inclusive of medical and surgical needs.
2. **Task Two:** Provide detailed implementation plans for up to three priority topics to be determined in consultation with the state, consistent with BH Study recommendations based on technical consultation described in Task One which incorporates:
- a. Qualitative data collection focused on:
    - i. The capacity of the state’s current provider system to provide appropriate evidence-based practices all ages, need groups, and service settings or platforms;
    - ii. The physical, technical, and financial resources needed for providers to deliver evidence-based practices.
  - b. Recommendations on short, intermediate, and long-term approaches to address service gaps and unmet need; and
  - c. Descriptions of innovative practices, funding models, policies and system structures to further the goal of providing accessible, high quality, affordable behavioral health care.
3. **Task Three:** Provide guidance documents and a comprehensive toolkit that contains the guiding questions, data sources and analyses, and implementation steps required for state to replicate the approach and analysis for other age or need groups or state identified. This toolkit should include high-priority areas to fill in gaps in data sources or analytical capabilities as identified throughout the course of its development.
4. **Task Four: Special Enhancement Activities:** In addition to the tasks identified above, should additional funding become available, the State reserves the option to direct the

vendor to conduct additional tasks to support the overall scope of this project. It is critical that the state have the flexibility to bring on additional technical assistance and expertise, in a timely manner, in order to perform activities that require similar expertise and work functions as those in Section 3: Scope of Work and Requirements. The decision to use services under this Special Enhancement will be solely at the State's request and will be for specific enhanced activities not already included under the RFP. These optional activities will be defined, and agreed to in writing, by both the State and the vendor, before any enhanced work begins. There is no commitment on the part of the State to use any or all special projects/enhanced activities. All bidders must bid on the Special Enhancement using the hourly rates established in the award. Tasks should be bid and paid on a fully loaded time and materials basis for all personnel and subcontractors used to complete the optional task(s). This work must support, but not duplicate, the work described in the technical proposal's Scope of Work. This work cannot exceed 10% of the initial award. Should new funding become available the Purchasing Agent would need to authorize payments in excess of 10% of the contract for special enhancements. The awarded vendor shall not perform any special enhanced activities without receiving a formal change order issued by the Division of Purchases.

### **Deliverables**

1. Interim Progress Reports on quarterly basis detailing accomplishments and barriers related to Tasks described above, due the 15<sup>th</sup> day after the close of the quarter.
2. Refreshed and augmented data for the BH Study (due date: 90 days after contract commences)
3. Draft implementation plans for at least three priorities (due date: 6 months after contract commences)
4. Final implementation plan for three priorities (not more than 60 days after EOHHS provides feedback on First Draft)
5. Draft comprehensive state Technical Assistance toolkit (9 months after contract commences)
6. Final state Technical Assistance toolkit (not more than 30 days after EOHHS provides feedback on First Draft)
7. Final project report (due date: 2/21/2021)

### **Administrative Tasks**

1. Prepare a final written report that assesses the above queries that is clear and concise, suitable for comprehension by those professionals not engaged in the mental health profession;
2. Prepare any interim reports and/or presentations that may be requested by state staff
3. Prepare presentations as requested by project staff, including but not limited to semi-annual presentations summarizing progress and products; draft information related to the implementation plan and final report summary of implementation plan.
4. Prepare deliverables in a clear and concise manner and submit the work within the time frames requested by state staff;
5. Respond to EOHHS, Medicaid, BHDDH and other state partner inquiries and be available to meet, discuss, or review materials in a timely manner;

6. Meet with the state team on a regular basis and present, in person, to larger state entities at least twice during the process;
7. Work cooperatively as a member of a team, including working collaboratively with other consultants and other staff involved in health planning activities;
8. Maintain the highest standards of professionalism and integrity, including appropriate confidentiality;
9. Maintain a high level of performance, quality, and productivity;
10. Interact effectively with a wide range of stakeholders, including health insurers, physicians, hospitals, consumer advocates, health planning council members, and government officials. Perform any other reasonable duties that the state team may require to achieve the above goals and answer the above queries.

## SECTION 4: PROPOSAL

### A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staffing Plan and Staff Qualifications** – Please provide a proposed staffing plan for this project. The staffing plan should include name of all staff members who will be working on this this project, their role(s), and the number of hours and % FTE/time allocated to each staff member. Please identify a lead staff member for this project. The staffing plan should also include the qualifications and experience of key staff who will be involved in this project, including their experience in the field of Health Information Technology (HIT) strategic planning and implementation of such strategic plans. Resumes/CVs for key staff should be included as appendices, as well as an organizational chart for members of the staff team.
2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience as technical assistance provider with focus on technical assistance and product development, including a preparation of implementation plans and toolkits based on an analysis of the state's behavioral health system.

Additionally, please provide at least three **relevant** client references, for similar projects. Client references should include the name of the client, contact information for individual(s) overseeing the project such as the project manager (addresses, phone numbers, emails), brief description of the project, project start and end dates (or whether it is still underway) and total contract value.

Please include a list of any current and past contracts with RI state agencies over the last 5 years, the timeframe of the contract, and the contact at the RI state agency.

3. **Work Plan and Timeline** - Please describe in detail, the framework within which requested services will be performed, including a task and timeline outlining key tasks and responsible parties.

4. **Strategic Approach/Methodology** – Define the methodology and analytic approach to be used to complete the key tasks described in this solicitation. What is the vendor’s strategic approach to population health planning and the creation of implementation plans and logistically, what procedures will the vendor use to ensure timeliness and responsiveness.
5. **Video Presentation** – All vendors will include a video presentation of their proposal with their application. **The presentation will not be scored on production quality. Please also note that you may not include or refer to your cost proposal in the video. Any reference to your cost proposal (i.e. the budget for the project) in the video will result in your organization’s immediate disqualification from consideration.** The identified lead staff member in the Staffing Plan should present the technical proposal. The vendor should present each component of the technical proposal. Any information the vendor would like to present during the Presentation must be included within the written technical proposal. The video should be no more than 15 minutes.

## B. Cost Proposal

Detailed Budget and Budget Narrative:

EOHHS is requesting that the vendor provide a **separate, signed and sealed cost proposal (see Section 7 for instructions on submitting the technical and cost proposals)**. The cost proposal must include a detailed budget for developing each of the work products described above. The budget should reflect as accurately as possible, specific costs associated with developing each deliverable and should include estimated costs broken down in detail by personnel, fringe, travel, and other costs. **This should be accompanied by a budget narrative which explains in more detail how the vendor arrived at the estimated costs.**

Budgets must be provided for the following tasks:

1. Data updates of the BH Study and creation of Final Report;
2. Implementation plans for priority areas;
3. Creation of guidance documents and templates for future iterations.

## C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

## SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 55 (78.6%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less

than 55 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 55 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Staffing Plan and Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	15 Points
Work Plan	20 Points
Approach/Methodology	15 Points
Video Presentation	10 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost proposal*	30 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>
ISBE Participation**	6 Bonus Points
<b>Total Possible Points</b>	<b>106 Points</b>

**\*Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

## \*\*ISBE Participation Evaluation:

### a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

### b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\text{(Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate)} \\ \text{X Maximum ISBE participation points)}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive  $(12\% \div 20\%) \times 6$  which equals 3.6 points.

## General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

## SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at [DOA.PurQuestions10@purchasing.ri.gov](mailto:DOA.PurQuestions10@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP #7602796** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

## SECTION 7. PROPOSAL CONTENTS

### A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13\\_RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to twenty (20) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
  - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
  - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
  - c. Eight (8) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
  - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
  - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
  - c. Eight (8) printed paper copies

### B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
  - a. Vendor’s name
  - b. RFP #
  - c. RFP Title
  - d. Proposal type (e.g., technical proposal or cost proposal)
  - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and



each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

**B. Formatting of written documents and printed copies:**

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. Printed copies are to be only bound with removable binder clips.

**SECTION 8. PROPOSAL SUBMISSION**

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP #7602796**” to:

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

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

**SECTION 9. CONCLUDING STATEMENTS**

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

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

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

## **APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM**

### **A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)**

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

### **B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:**

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908**

**MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN**

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification:     MBE     WBE     Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

**Prime Contractor/Vendor Signature**

**Title**

**Date**

**Subcontractor/Supplier Signature**

**Title**

**Date**

## **GENERAL CONDITIONS – ADDENDUM A**

### **GENERAL INSURANCE REQUIREMENTS**

Unless otherwise specified in the solicitation or procurement, the following Insurance Requirements shall apply. These Insurance Requirements establish minimum types and limits of insurance coverage for many contract situations entered into by State. It is possible that certain contract exposures are not addressed. Risk management and insurance questions regarding any Contract to be entered into by State, including any that may be deemed “high-risk procurement” (*i.e.*, either by amount of the procurement or solicitation and/or Contract Party’s scope of services) should be reviewed with State Risk Management personnel at (401) 222-6200.

Schedule A1: General Requirements

Schedule A2: Professional Services

Schedule A3: Information Technology

## Schedule A1 – General Requirements

### Definitions

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq., to participate in a procurement or solicitation and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

**“Contract Party:”** *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document, Contract Party does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, or commissions.*

### Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (including that known as “Reported Occurrence”):
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or
      - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
    - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
  2. When required liability insurance policy uses any form of “claims-first made trigger:”
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions

- of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- c. Such coverage must be provided for a period of not less than five (5) years after the later of:
  - i. when the Contract has ended; or
  - ii. when products or services have been put to intended use; or
  - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. The general aggregate must be on a “per project” or “per location” basis.
  - d. Shall include waiver of subrogation in favor of State.
  - e. Include State as additional insured on a primary and non-contributory basis.
  - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured<sup>1</sup> on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

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<sup>1</sup>Any time Contract Party is responsible for construction of any kind the additional insured status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.



- b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insured on a primary and non-contributory basis.
  - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
  - b. Policy form based on NCCI or its equivalent.
  - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
  - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
  - e. Policy to include waiver of subrogation in favor of State.
  - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

Crime insurance, as applicable to the procurement or solicitation:

4. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
- a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
  - b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent;
  - c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
  - d. Name State as loss payee based on ISO CR20141010 or the equivalent.
  - e. Not contain a condition requiring an arrest.
  - f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud



("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island and, when admitted insurers are not possible, then use of non-admitted insurers will be allowed to the extent acceptable to State.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
  - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and/or protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums to protect the interest of State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.

9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

## Schedule A2 – Professional Services

### Definitions

**“Professional Services:”** *A type of liability insurance designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions made in performing their professional services to State. Although there are a few exceptions (e.g., physicians, architects, and engineers), most professional liability policies only cover economic or financial losses suffered by State as opposed to bodily injury (BI) and property damage (PD) claims. This is because the latter two types of loss are typically covered under commercial general liability (CGL) policies. The vast majority of professional liability policies are written with claims-made coverage triggers. In addition, professional liability policies contain what are known as “shrinking limits,” meaning that unlike CGL policies (where defense costs are paid in addition to policy limits), the insurer’s payment of defense costs reduces available policy limits. Accordingly, when attempting to determine appropriate policy limits, insureds [State] must consider the fact that because defense costs are often a high proportion of any claim settlement or judgment, they must usually purchase additional limits. The most common exclusions in professional liability policy forms are for BI, PD, and intentional/dishonest acts.<sup>2</sup>*

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq., to participate in a procurement or solicitation and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

**“Contract Party:”** *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State.” Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State departments, agencies, offices, commissions.*

### Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (including that known as “Reported Occurrence”):

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<sup>2</sup>Definition based on one used by International Risk Management Institute:  
<https://www.irmi.com/term/insurance-definitions/professional-liability>.

- a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Such coverage must be provided for a period of not less than five (5) years after the later of:
  - i. when the Contract has ended; or
  - ii. when products or services have been put to intended use; or
  - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- 2. When required liability insurance policy uses any form of “claims-first made trigger:”
  - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
  - b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
  - c. Such coverage must be provided for a period of not less than five (5) years after the later of:
    - i. when the Contract has ended; or
    - ii. when products or services have been put to intended use; or
    - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
  - d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.

- b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. The general aggregate must be on a “per project” or “per location” basis.
  - d. Shall include waiver of subrogation in favor of State.
  - e. Include State as additional insureds on a primary and non-contributory basis.
  - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds<sup>3</sup> on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
- a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insureds on a primary and non-contributory basis.
  - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
3. Workers’ Compensation and Employers’ Liability.
- a. Statutory coverage as required by the workers’ compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
  - b. Policy form based on NCCI or its equivalent.
  - c. Employers’ Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary umbrella/excess liability of Contract Party.
  - d. A Contract Party neither eligible for, nor entitled to, Worker’s Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers’ compensation claim against the State.
  - e. Policy to include waiver of subrogation in favor of State.
  - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

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<sup>3</sup> Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

4. Professional Liability Insurance.<sup>4</sup>

- a. Covering any damages to State caused by any error, omission, wrongful act, or breach of Contract in performance of Contract Party's professional services to State.
- b. Combined single limit per occurrence shall not be less than \$2,000,000 and include an annual aggregate of not less than \$2,000,000.
- c. Shall include waiver of subrogation in favor of State to extent coverage to Contract Party is not impaired.
- d. If Contract Party is providing services to State where Contract Party has access to paper and/or e-data privacy/confidential information then go to Schedule A3 and ensure appropriate cyber/privacy insurance is contained in Contract Party's Professional Liability Insurance. If cyber/privacy insurance is not contained in Contract Party's Professional Liability Insurance then refer to Schedule A3 Required Insurance Number 5 and add this coverage in addition to Professional Liability Insurance.

Crime Insurance, Environmental/Pollution Liability Insurance, and Working with Children, Elderly or Disabled Persons as applicable to the procurement or solicitation:

5. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:

- a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
- b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent.
- c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
- d. Name State as loss payee based on ISO CR20141010 or the equivalent.
- e. Not contain a condition requiring an arrest.
- f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud ("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

5. Environmental/Pollution Liability Insurance when past, present or future hazard is possible. Environmental/Pollution Liability Insurance coverage for bodily injury, property damage and resulting loss of use and environmental damages resulting from sudden accidental (and/or gradual if appropriate) pollution and related cleanup costs arising out of the work or services to be performed under the Contract:

- a. If coverage is on a "claims-first made" basis then 1-any retroactive date will precede the effective date of the Contract, and 2- remain in-force for the later period of five years after Contract has ended and/or work by Contract Party has been put to its intended use.
- b. Per occurrence limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include defense including costs, charges and expenses

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<sup>4</sup>Medical malpractice insurance whether for an individual practitioner such as MD, OD or DMD, hospital or nurses, is considered a subset of Professional Liability insurance. When medical malpractice insurance may be required consult with State Risk Management.



- incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- c. Policy to include State as additional insured for work performed by Contract Party for State to the extent coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.
- d. Shall include waiver of subrogation in favor of State.
- e. Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.

For environmental engineering and consultant services, the environmental liability insurance may be included with errors and omissions insurance and coverage if on a claims-made basis and will remain in effect for the period of the Contract with a minimum extended reporting period of five (5) years.

6. Working with Children, Elderly or Disabled Persons-Physical Abuse and Molestation Liability Insurance. Physical Abuse and Molestation Insurance covering damages arising out of: actual or threatened physical abuses; mental injury; sexual molestation; negligent hiring, employment, or supervision; negligent investigation or reporting to proper authorities; and, retention of any person for whom the Contract Party is responsible:
  - a. Coverage shall be written in an amount not less than \$1,000,000 per occurrence.
  - b. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage.
  - c. When policy uses any form of "claims-first made trigger:"
    - i. Remain in-force for a period of five (5) years after the Contract has ended;
    - ii. Provide coverage with a retroactive date on or before the Effective Date of the Contract or at the beginning of Contract work; and,
    - iii. If coverage is cancelled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
  - d. Shall include waiver of subrogation in favor of State.
  - e. Policy to include State as additional insured for work performed by Contract Party for State to the extent that coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.
  - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation. All endorsements shall be subject to review and approval by the authorized State personnel.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.

3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
  - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any **Required Insurance** policy. Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.



## Schedule A3 – Information Technology and/or Cyber/Privacy

### Definitions

**“Information Technology”** A type of insurance designed to cover providers of technology *services* or *products*. For example, data storage companies and website designers provide *technology services*, while computer software and computer manufacturers offer *technology products*.<sup>5</sup>

Technology E&O (“Tech E & O”) policies cover both liability and property loss exposures. Major liability insuring agreements include losses resulting from: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches. Key property insuring agreements provide coverage for extortion threats, crisis management expense, and business interruption.

Tech E&O insurance is often confused with cyber and privacy insurance. In contrast to Tech E&O coverage, cyber and privacy insurance is intended to protect *consumers* of technology products and services. Nevertheless, cyber and privacy insurance policies do offer a number of the same insuring agreements as Tech E&O policies.

**Cyber/Privacy:** A type of insurance designed to cover consumers of technology services or products. More specifically, the policies are intended to cover a variety of both liability and property losses that may result when a business engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network.<sup>6</sup> Note this coverage is not only for an electronic breach, but also for paper data breaches.

Most notably, but not exclusively, cyber and privacy policies cover liability for a data breach in third party personal information, such as Social Security numbers, credit card numbers, Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in HIPAA and its implementing regulations and Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, *et seq.*, as amended, or as otherwise defined in the Contract (“Confidential Information”) is exposed or stolen by a hacker or other criminal who has gained access to Contract Party’s electronic network. The policies cover a variety of expenses associated with both electronic and paper data breaches including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

In addition, the policies cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Cyber and privacy insurance is often confused with Tech E&O insurance. In contrast to cyber and privacy insurance, Tech E&O coverage is intended to protect providers of technology products and services, such as computer software and hardware manufacturers, website designers, and firms that store data on an off-site basis. Nevertheless, Tech E&O insurance policies do contain a number of the same insuring agreements as cyber and privacy policies.

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq. to participate in a procurement and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

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<sup>5</sup><https://www.irmi.com/term/insurance-definitions/technology-errors-and-omissions-insurance>.

<sup>6</sup><https://www.irmi.com/term/insurance-definitions/cyber-and-privacy-insurance>.

**“Contract Party:”** Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, commissions.

### **Required Insurance**

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (Including that known as “Reported Occurrence”):
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or
      - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
    - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
  2. When required liability insurance policy uses any form of “claims-first made trigger:”
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
    - c. Such coverage must be provided for a period of not less than five (5) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or

- iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
  - d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - d. The general aggregate must be on a “per project” or “per location” basis.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insureds on a primary and non-contributory basis.
  - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State<sup>7</sup>. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.

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<sup>7</sup> Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insureds on a primary and non-contributory basis.
  - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
  - b. Policy form based on NCCI or its equivalent.
  - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for Contract Party.
  - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
  - e. Policy to include waiver of subrogation in favor of State.
  - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

If Contract Party's technology, hardware, software or professional services to State **does not provide Contract Party access to Confidential Information** as defined in Number 5(a) below:

4. Technology Errors and Omissions Coverage. Technology Errors and Omissions Insurance covering any damages caused by any error, omission, wrongful act or breach of Contract by Contract Party. Coverage to include, but not be limited to: product failure, security failure, professional liability, intellectual property infringement and personal injury if limited or uninsured under commercial general liability insurance. Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate shall not be less than \$5,000,000.

If Contract Party's technology, hardware, software, or professional services to State **does provide Contract Party with access to Confidential Information** as defined in Number 5(a) below:

5. Information Technology/Cyber Privacy. Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
- a. Such insurance to have minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides: a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate; b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, *et seq.*, or as otherwise defined in the Contract (together Confidential Information"), Contract Party shall have as a minimum the per occurrence,

per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or, c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

- b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.

#### Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

#### **Cyber/Privacy Insurance**

Coverage for Contract Party to include:

- i. Regulatory liability;
  - ii. Information security and privacy, regardless of the media involved;
  - iii. Network interruption and/or business interruption;
  - iv. Digital asset loss of State;
  - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
  - vi. Placing and lifting of security freezes;
  - vii. Cyber extortion;
  - viii. Online media liability (i.e. including but not limited to website content);
  - ix. Costs to defend, including but limited attorney fees and settle; and,
  - x. Fines and penalties when insurable under appropriate state or federal law.
- c. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement, and personal injury as customarily insured by this type of insurance policy.

Crime Insurance as applicable to the procurement or solicitation:

- 6. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
  - a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
  - b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent.
  - c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
  - d. Name the State as loss payee based on ISO CR20141010 or the equivalent.
  - e. Not contain a condition requiring an arrest.
  - f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud



("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
  - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
3. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
4. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.

10. These Insurance Requirements shall survive expiration or termination of the Contract.

**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

**FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END**

AWARDS EXTENDING BEYOND JUNE 30TH 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.

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**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.

**READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

## **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 should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases, 2nd Floor  
One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **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.**

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized**

release document is certified by the ordering Agency.

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.