



Solicitation Information

08/02/2017

CONTINUOUS RECRUITMENT # 52 (RFP #7554597)

TITLE: EXECUTIVE RECRUITMENT FIRM SERVICES

INITIAL SUBMISSION DEADLINE: AUGUST 28, 2017 AT 02:30 PM (ET)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at DOA.PurQuestions8@purchasing.ri.gov no later than AUGUST 13, 2017 at 5:00 PM (EST) . Questions should be submitted in a <i>Microsoft Word attachment</i> . Please reference the CR# 52 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 REQUIRED: NO

PERFORMANCE AND PAYMENT BOND REQUIRED: NO
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Meredith Skelly
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Notes to Applicants:

Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration (“Department”)/Division of Purchases (“Division”), on behalf of Division of Human Resources (“Human Resources”), is soliciting proposals from qualified executive search firms interested in providing services to the State of Rhode Island to conduct periodic executive-level searches, in accordance with the terms of this Continuous Recruitment and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases website at www.purchasing.ri.gov.

This solicitation will be used to establish a list of qualified service provider(s) under Continuous Agreement # 52.

This CR may be awarded to one (1) or more qualified firms at the sole discretion of the State. There is no guarantee of any level of purchasing activity on behalf of the State to any vendor or vendors listed on the Continuous Recruitment.

The initial contract period will begin approximately December 1, 2017 for (3) three years. Contract(s) may be renewed for up to (2) two additional 12-month periods based on vendor performance and the availability of funds. This is a continuous recruitment process with an initial review of vendor proposals submitted by the initial deadline specified on page one and continuous recruitment for additional proposal submissions from new vendors for review on a per calendar quarterly basis for the remaining contract term period, see Table 1.

Table 1. Proposed Contract Term and Final Submission Deadline for New Proposals

Proposed Contract Term			Final CR Submission Deadline for New Proposals
Period	Start Date	End Date	
Initial Period of Performance	December 1, 2017	November 30, 2020	February 28, 2020
Renewal Period #1	December 1, 2020	November 30, 2021	February 28, 2021
Renewal Period #2	December 1, 2021	November 30, 2022	February 28, 2022

Under the Continuous Recruitment program (once the initial bidding process is completed and the initial contracts are awarded) vendors are allowed to submit a proposal to be considered for a contract award until final submission deadline date. These proposals will be evaluated under the same terms and conditions as the original bids. If the vendor’s bid is accepted, a contract will be awarded and they will be placed on the qualified service provider(s) list for the remaining term of the initial agreement. The State reserves the right to close the continuous recruiting period in the event the list of qualified service provider(s) meets or exceeds the State’s need of specified services with sufficient availability of vendors to complete the applicable projects. However, the State of Rhode Island reserves the right to re-open the Continuous Recruitment during the term of the contract if it is determined to be in the best interest of the State. Responses to the re-opened CR will be reviewed and evaluated and additional vendors may be added to the pre-qualified list upon completion of the qualification and evaluation process as outlined in this CR and selection by the State. Contracts awarded as a result of the reopening will run concurrently with other awarded contracts under CR-52 and will be subject to the same terms and conditions.

Award of a CR-52 price agreement shall not be construed as a guarantee of a vendor being selected by user agencies, nor a commitment by the Division of Purchases that a vendor will receive business from the State, or its subdivisions.

When a specific project arises, user agencies shall develop a project specific scope of work and submit to vendors on the qualified vendor list for a minimum of three (3) written quotes. If there is an MBE/WBE certified vendor(s) on the qualified vendor list, a minimum of one (1) of the three (3) quotes shall be from a MBE/WBE certified vendor(s). Vendors contacted for a quote are required to provide a quote timely. The Division of Purchases has the authority to remove vendor(s) from the CR list if non-responsive to agency requests for quotes. The State reserves the right to review vendor qualifications relating to an individual project scope of work and make an award based on vendor capabilities and not solely on cost. There is no guarantee of any level of spending activity to a vendor or vendors selected for this CR.

CRs can be utilized by any State Agency, and as a requirement of this solicitation, will also be made available to quasi-public organizations, Rhode Island municipalities and the Legislative and Judicial Branches of Rhode Island government at their own discretion. Placement of a qualified firm(s) on a CR is no guarantee of usage. Services are sought on an “as-needed” basis. Once need has been determined, utilization will be based on a number of factors, including, but not limited to price, expertise, and availability.

This is a Request for Proposal, 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 Request, 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 solicitation 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 solicitation are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this solicitation may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this solicitation 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 solicitation 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 solicitation 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 solicitation 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 solicitation 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 solicitation 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 solicitation.
10. By submission of proposals in response to this solicitation 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 solicitation, 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 the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at Krystal.Waters@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. 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. This is a continuous recruitment for a master price agreement and no actual projects have yet been identified with a detailed scope of work and contract value. By the submission of a proposal, the vendor has acknowledged that it shall comply with all MBE/WBE/DisBE state laws. Each time a tentative award is made by an agency against this continuous recruitment, vendors shall be required to submit to Office of Diversity, Equity & Opportunity (ODEO) for approval an MBE Utilization Plan specific to that award.

For further information, visit the Office of Diversity, Equity & Opportunity (ODEO)’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.

SECTION 2. BACKGROUND

The Rhode Island Department of Administration’s work is guided by our mission “to manage the state’s financial, human and other resources in support of other state agencies carrying out their responsibilities to provide the citizens of the State of Rhode Island with the most responsive and cost effective services possible.” The Department provides supportive services, including Human

Resources services, to all Rhode Island departments and agencies for effective coordination and direction of state programs. Periodically, executive positions become available requiring the services of an executive search firm capable of conducting a search for candidates qualified to fulfill such vacancy.

SECTION 3. SCOPE OF WORK AND REQUIREMENTS

Qualified vendor(s) shall assist the State of Rhode Island in attracting, interviewing, screening and hiring executives for certain departments. The need for recruiting executives will vary based on the department and may be in the following disciplines: Education, Health Care, Human Services, Finance, Human Resources, Administration or others as needs arise.

Services are expected to include assistance with the design and execution of some/all steps to: define the search, assist with the development of a description of duties, recommend recruitment sources, identify, screen and recommend candidates for consideration who meet all requirements. In addition, the vendor may assist with finalizing the process through onboarding. If the vendor collects any Personal Identifying Information (PII) on a candidate(s), the State expects all measures shall be taken by the vendor to safeguard PII information in its physical and/or electronic form.

Proposer shall have extensive experience in conducting executive recruitments in the specific area(s) required. The proposer must demonstrate an understanding of public service; should have a national presence; and the capability to identify and recruit not only those individuals who may be in the job market, but those who may not be actively searching for a new position.

As a need arises, the specific recruitment activities shall be outlined in scope of work proposals for each executive search sought under this agreement.

Insurance - Qualified vendor(s) shall be required to carry insurance per the requirements outlined in Appendix A.

Statewide Contract Administrative Fee - Notice: The Division of Purchases shall soon implement a new, state-of-the art, eProcurement system which will streamline public procurement in Rhode Island. In conjunction with implementation of the eProcurement system, the Division of Purchases anticipates that the "State Purchases Act", R. I. Gen. Laws § 37-2-12 shall be amended to authorize the Chief Purchasing Officer to establish, charge and collect from State contractors listed on master price agreements a statewide contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against a contract awarded to a state contractor. All statewide contract administrative fees collected shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. If/when the Division of Purchases receives statutory authority to assess a statewide contract administrative fee, it shall be applicable to any bidders who receive a purchase order relative to the within solicitation during the entire term of the CR/MPA contract.

SECTION 4. PROPOSAL

A. Technical Proposal

Narrative and format: The separate technical proposal should address specifically each of the required elements:

1. Organizational Background and Experience/Qualifications:

- a. **Organizational Background** - Provide a brief description, including history of your firm (1 page or less) or your organization.
- b. **Insurance** - The State of Rhode Island requires the Vendor maintain sufficient insurance coverage throughout the contract lifecycle. Appendix A includes the insurance requirements for this contract. Please describe your ability to meet this insurance requirement.
- c. **Experience/Qualifications** - Describe the firm's experience for similar requirements and the value the firm brought to those assignments. The following elements must be included:
 - a) Overview of recent successful searches with titles of the position, size of the organization and sector
 - b) Description of the firm's network/experience as related to conducting searches for the public sector
 - c) Average time to close a search.
 - d) The proposal should include a brief history of the firm or individual, its size, and its experience with executive recruitments. Provide a description of completed searches which demonstrates the firm's ability to complete searches.

2. Capacity to Provide Services:

Provide a list of Principals (executive management) and project staff members who would be assigned to the recruitment(s). Provide resumes/CV and describe qualifications and experience conducting executive recruitments preferably in the government sector.

3. Approach:

All responses should include a detailed plan for performing the services including a timeline.

4. References:

All responses must include a list of three (3) references who have utilized the proposer for executive recruitment purposes. Reference list must include name, organization, telephone number, email address, type of recruitment, and outcome of search.

The qualified technical proposals will be the basis for this Continuous Recruitment's qualified vendor list for future executive searches.

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.

The Technical Proposal must receive a minimum of 80 (80%) out of a maximum of 100 points. Any technical proposals scoring less than 80 points shall be dropped from further consideration and shall not be included in the Continuous Recruitment’s qualified vendor list.

Proposals scoring 80 technical points or higher shall be added to the Continuous Recruitment’s qualified vendor list.

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:

Criteria	Possible Points
Organizational Background and Experience/Qualifications	25 Points
Capacity to Provide Services	25 Points
Approach	30 Points
References	20 Points
Total Possible Technical Points	100 Points

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.

Cost shall be evaluated as a specific project arises related to this CR. User agencies shall develop a project specific scope of work and submit to vendors on the qualified vendor list for a minimum of three (3) written quotes. If there is an MBE/WBE certified vendor(s) on the qualified vendor list, a minimum of one (1) of the three (3) quotes shall be from a MBE/WBE certified vendor(s). Vendors contacted for a quote are required to provide a quote timely.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at DOA.PurQuestions8@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 **CR # 52** 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. Do not include any copies in the Technical proposal.
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not include any copies in the Technical proposal.
3. Technical Proposal - describing the proposal requirements outlined in sections 3 and 4, 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. Four (4) printed paper copies

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

1. Formatting of CD-Rs:
 - a. Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - i. Vendor's name
 - ii. CR #
 - iii. CR Title
 - iv. Proposal type (e.g., technical proposal or cost proposal)
 - v. 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).

- b. 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.

2. 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 solicitation 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 "**CR# 52**" 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 solicitation. The State's General Conditions of Purchases can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

APPENDIX A. INSURANCE

All Contractors, and Contractors shall require all subcontractors, to procure at their own cost and expense and maintain in full force and effect during the entire term of the contract until all of their obligations have been discharged, including any warranty periods or extended reporting periods, against any claims, damages or causes of action (including costs and attorneys' fees) that may arise from or in connection with, in whole or part, the performance of the contract and the results of the performance of the contract by the Contractor, its agents, representatives, officers, employees, subcontractors or any other entity or person for which the Contractor is legally responsible, the following insurance coverages:

Commercial General Liability. \$1,000,000 combined single limit per occurrence and aggregate covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability. This insurance shall be in policy or policies of insurance written on an occurrence basis.

Property. \$500,000 each occurrence, \$500,000 annual aggregate.

Automobile Liability. \$1,000,000 combined single limit per occurrence for bodily injury and property damage for all automobiles used in conjunction with the performance of this Contract covering all owned, non-owned, or hired vehicles. If a Contractor does not own an automobile, but one is used in the performance of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of a Contract, then automobile coverage is not required.

Workers' Compensation and Employers' Liability. Statutory coverage as required by the compensation laws of the State of Rhode Island or any applicable state law in which any work related to the contract is performed and Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee. A Contractor neither eligible for, nor entitled to, Worker's Compensation who is an independent contractor under Rhode Island law must comply with the statutory procedure precluding an independent contractor from bringing a workers' compensation claim against the Insured Parties.

Professional Liability/Errors and Omissions Coverage: Technology Errors and Omissions Insurance covering any damages caused by an error, omission, negligence or any wrongful acts of Contractor, its subcontractors, agents, officers or employees under the contract. Coverage to include: product failure; security failure; professional liability including, but not limited to, intellectual property infringement; and, personal injury if limited or uninsured under commercial general liability insurance. Coverage to be maintained for the term of the contract and for a period of three years after the contract has ended. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

The State of Rhode Island, its departments, agencies, officers, employees, agents, volunteers, and any party authorized by R.I. Gen. Laws § 37-2-1, *et seq.* and the Purchasing Regulations to participate in a procurement, and any other party directed by the State (together the “Insured Parties”) and Contractor shall submit a copy of a policy endorsement or blanket endorsement evidencing the Insured Parties as an additional insured to the Contractor’s Liability policies. This requirement shall not apply to Workers’ Compensation and Employers’ Liability.

Any deductible, self-insured retention, or form of self-insurance amount under the policies shall be the sole responsibility of the Contractor and shall be disclosed to and acceptable to State.

This insurance shall be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophic form and must be placed with insurers authorized to do business in Rhode Island, rated “A-,” class VII or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. A lesser rating must be approved by the State. The insurance required through this Section, through a policy or endorsement, shall include:

- a) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the Insured Parties;
- b) A provision that Contractor’s insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the Insured Parties and that any insurance, self-insurance or self-retention maintained by the State or any additional insureds shall be in excess of the Contractor’s insurance and shall not contribute with it;
- c) Cross-liability/severability of interests for all policies and endorsements;
- d) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy; and,
- e) The legal defense provided to the Insured Parties under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the Insured Parties is necessary.

There shall be no cancellation, material change, or potential exhaustion of aggregate limits without thirty (30) days prior written notice by registered or certified mail from the Contractor or its insurer(s) to the Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908.

As evidence of the insurance required by this Section, the Contractor shall furnish Certificates of Insurance and required additional insured endorsements to the Department of Administration, Division of Purchases before Notice of Contract Award by the Division of Purchases. Failure to comply with this provision may result in rejection of the bid offer. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.

Certificates of Insurance and additional insured endorsements shall be in form and coverage acceptable to the State. All Certificates of Insurance and to the extent

possible for endorsements shall reference the State procurement number. State retains the right to demand a certified copy of any required insurance policy, Certificate of Insurance or endorsement.

The Contractor shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by or otherwise in the care, custody or control of Contractor. A waiver of subrogation shall apply in favor of the Insured Parties.

The Insured Parties shall be indemnified and held harmless to the full extent of coverage actually secured by the Contractor in excess of the minimums set forth herein and the duty to indemnify the Insured Parties shall not be limited by the insurance required in this Section.

The Contractor shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the solicitation that differ from this Section.

Failure to comply with this Section is a material breach of contract entitling the State to terminate or suspend the contract immediately.

This Section shall survive expiration or termination of the contract.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.