



**Solicitation Information
October 24, 2018**

RFP# 7597600

TITLE: ...CENTREX Replacement/Telephone System Upgrades

Submission Deadline: November 26, 2018 at 2:00 PM (ET)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **Wednesday, November 7, 2018 at 5:00 PM (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: YES

**GAIL WALSH
CHIEF BUYER**

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at 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 Department of Information Technology (“DOIT”), is soliciting proposals from qualified firms to provide a unified communications and collaboration system 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.

The initial contract period will begin approximately January 1, 2019 for 2 years. Contracts may be renewed for up to three additional 12-month periods based on vendor performance and the availability of 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-eco-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eco-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.

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.

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

13. Payment and Performance Bond - The successful vendor must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

SECTION 2. BACKGROUND

The Rhode Island Department of Information Technology (DOIT) is seeking proposals to replace the State's current Centrex products (See Appendix D) along with several AVAYA PBX systems. The new system must provide communication and collaboration support for the State. The new system must be supportable, scalable and reliable. It needs to provide continuity of operation during normal operating hours and in the event of a disaster. The new system must be functional and supported during a disaster declaration.

In accordance with Rhode Island General Law 5-70, Telecommunications, all respondents to this solicitation must be properly licensed by the State of Rhode Island to provide such services at the time of proposal submission.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

The State is looking for a full and complete state of the art solution. The solution MUST include, but not limited to:

- Hardware
- Software
- Licensing
- Programming & Configuration
- Transition from existing systems to new system (Implementation Services)
- Wiring/Cabling
- Communication transport
- Warrantees and Service Contracts
- Training
- IRS Publication 1075 requirements *9.4.15 VoIP Systems (See Appendix B)*

The solution must provide both local, long distance services and in-network communication. The solution must provide for abbreviated dialing within the network. The solution must be able to adapt to the changes requirements of the State.

The State would like the solution to be able to have all possible portable numbers port or best effort to provide new numbers with the users same last 4 digits

The solution must be:

- A Cloud based VoIP solution

- Kari's law compliant (User MUST be able to dial 911 without any prefix)
- Compatible with existing call center technologies that may be in use, ie. Verizon InContact/NICE, DIRAD, CMS
- Include a solution for existing fax, alarm & elevator analog lines

Required features should include, but are not limited to:

- Voicemail
- Voicemail to email
- Call Center solution (See Appendix C)
- IVR Solution
- Call recording solution
- Softphone

New system must also provide an interactive GUI for the State Telecom group to maintain day to day functions such as, name changes, password resets, hunt group and call tree/menu setup & maintenance, greeting and menu recording maintenance. Remote troubleshooting abilities would be a plus.

There MUST be a back out plan in the event a cutover does not go smoothly.

There MUST be a Disaster Recovery strategy.

Hardware:

The Solution should include all hardware components necessary to fully implement a complete Cloud Based system. This could include, but not limited to:

- server appliances
- survivable processors
- switches
- routers
- handsets (telephones)
- cabinets
- cabling
- network (access to the cloud)
- failover or redundant network

The Solution may take advantage of any trade-ins, competitive trade-in, or rebates available. Such advantages must be for the benefit to the State of Rhode Island.

The solution provider must take responsibility of the proper disposal of all old and unused hardware. The solution provider has the responsibility to clean all work areas, and to leave all work areas in proper condition, as specified by DOIT and the state building inspector.

See "Wiring and Cabling" page 10 for specifications.

Vendor must provide anticipated End of Life for the system.

Solution must accommodate a potential of 25% growth over the next 10 years.

Software:

The Solution must include all needed and necessary software and applications. The software should be the most recent, and manufacturer's recommended stable release. The solution should include all patches & software updates.

Licensing:

The Solution must be properly sized and licensed for the correct scale of the project. The solution again must also be dynamic. It must be able to scale hardware wise, software wise, license wise and financial wise.

Solution providers may take advantage of any existing investments of hardware, software or licenses. (Trade-ins or competitive trade-ins)

Programming and Configuration:

The State expects a state of the art solution. The solution must include all costs and resources needed to properly implement.

Implementation Services:

The State expects a state of the art solution. The solution provider must incur the cost and resources necessary to transfer all parameters from existing systems to the new solution. This includes, but not limited to:

- Planning and Management of the project
- Staging, configuring and licensing of systems
- Rack, stack, power and interconnect of components
- Installation of any required equipment rack, cabling, connection blocks or panels.
- Station reviews to build out station translation database
- Development of station translations
- Global translation of dial plans, trunks and routing.
- Station verification to the serving IDF
- Station verification to the MDF
- Termination, turn-up and testing to the PSTN facilities
- Re-termination and testing of any previously existing PSTN services.
- Shutdown of the old system
- Proper disposal of old and unused equipment, components, and cables.
- Cleanup and restoration of all work area
- Inspection and acceptance by DOIT
- Inspection and acceptance by the State Building Inspector
- A back out/ backup plan

Time Frame: This will be a phased rollout. The State will determine the initial location. Following turn up of the new system, there will be a 'burn in' period to be determined by the State. If the State is satisfied with the solution, the State will provide a more aggressive roll out to the other locations based on priorities. All locations must be completed by end of January 2021.

Note: Because the State leases several locations, there could be some fluidity to the locations provided. Additionally, number of phones per location is an estimate.

Impact on the State's Ongoing Current Operations and Staff

Bidders must provide a description of the degree of involvement required of State staff. The State will have staff involved overseeing the project, providing contacts for the various agencies, and providing guidance and information about State systems and facilities, but the staff must continue to carry out their existing responsibilities and an understanding of the impact must be known. DOIT has 5 staff for statewide telecommunications ordering and billing. 2 additional technical staff support the billing system. 4 staff provide statewide consulting and project management, 1 purchasing agent handles statewide telecommunications contracts, and 1 person provides administrative support. A small number of the agencies have technical staff involved in telecommunications, while many are dependent upon DOIT staff and their contracted telecommunications service providers for support. Agencies should not be negatively impacted for aspects of the project that require site surveys and inventories in telecommunications equipment rooms and at circuit connection points.

Some State locations require background checks for anyone accessing their facilities. Bidders must indicate whether some or all of their employees are willing to submit to background checks for access to these specific locations as needed. Background checks **are** a mandatory requirement of the bid, only those bidders who can meet this need will have the ability to perform the necessary work at a number of locations.

- It is the intention of the State to award any resulting contract on a statewide basis. Any awarded vendor would be required to travel to State of Rhode Island.
- Any resulting contract will be a convenience contract for State agencies. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may also use the contract(s) resulting from this RFP.
- The State Purchasing Division will administer any contract resulting from this RFP.
- All rules, regulations and laws of the State of Rhode Island must be followed.

This includes, but not limited to:

- rules regarding remote access and support
- rules regarding site access
- all building codes and regulations must be followed.
- It is the intention of the State to award any resulting contract on a statewide basis. Any awarded vendor would be required to travel to State of Rhode Island.
- The State of Rhode Island will not compensate for travel to or from work sites.
- The State of Rhode Island will not compensate for accommodations (hotels, food etc).

- Vendor must provide all tools, equipment, hardware and software necessary for the vendor to perform the required tasks.
- All tools, equipment, hardware and software purchased by the state to complete the project will be property of the State of Rhode Island.

Wiring and cabling:

In accordance with Rhode Island General Law 5-70, Telecommunications, all respondents to this solicitation must be properly licensed by the State of Rhode Island to provide such services at the time of proposal submission.

The solution must be properly implemented according to industry standards. Existing infrastructure may be used, but the solution provider must include any costs necessary to reach the industry standards to implement the solution. This includes, but not limited to the installation and upgrade of the copper communications cable infrastructure, fiber communication infrastructure.

The solution may make use of existing infrastructure to reduce cost. These cost savings must be to the advantage of the State. Again, the solution must be properly implemented according to industry standards.

Solution provider and their subcontractors must follow all building codes and laws specified by the State of Rhode Island. Solution provider and their subcontractors have the responsibility to obtain all permits, licenses, and variances required to perform their jobs.

The solution provider must take responsibility for the proper disposal of all old and unused cables. The solution provider has the responsibility to clean all work areas, and to leave all work areas in proper condition, as specified by DOIT and the State building inspector.

All vendors/contractors must follow the NDA (Non-Disclosure Agreement) Process.

Communication Transport:

The State expects a turn-key solution. The solution must include any and all communication or telecommunications carrier transport costs to reach the cloud and interface with the Public Switch Telephone Network (PSTN).

Warranties and Support Contracts:

The State expects full post implementation support. The solution must be fully supportable by the solution provider and the manufacturer for the life of the solution (three [3] years). The cost must be included in the solution. The State reserves the right to extend the life of the support contract beyond the five-year life cycle at a reasonable additional cost.

Training:

The solution must include the cost of training State of RI staff members on the use, maintenance, care and modification of the system. This includes, but not limited to add/drop/modify the system users, system user profiles, system components, system configurations, and the debug and troubleshooting of issues and errors.

Solution provider will provide training to the end users. Solution Provider will provide multiple sets of training material for end users training.

Solution provider will provide training to DOIT staff to prepare for Disaster Recovery including checklists, contact names and an escalation procedure. Solution provider will also provide SLA's for Tier II support.

SECTION 4: PROPOSAL

A. Technical Proposal

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

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project.
2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
3. **Work Plan** - The solution is replacing an active, running system. The solution must have minimal impact on end-user operations. It is preferred ZERO downtime. Describe the approach or methodology to achieve minimum down time and minimum.
4. **Approach/Methodology** – Define the methodology to be used for the implementation of the system.

B. Cost Proposal

Detailed Budget and Budget Narrative:

Provide a cost proposal to have Hardware, Software, Training and Miscellaneous sections. Each section should include a detailed listing, per location, of :

1. Equipment, # of each, per device \$ and total \$,
2. All software applications, licensing and pricing,
3. Training costs, per person? Per location?
4. A miscellaneous section to include all other costs such as maintenance plans, time, project management costs, monthly recurring fees, etc.
5. A final total cost for both NRC and MRC per location

The State understands that the proposal is based on the State's estimate of personnel per location.

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 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 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 60 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:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Work Plan	25 Points
Approach Proposed Call Center Preferences	20 Points 5 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

*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:

(lowest cost proposal / vendor's cost proposal) x 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:

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

$$\times \text{Maximum ISBE participation points})$$

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 gail.walsh@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 # 7597600** 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 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 <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *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 six (6) 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
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. Four (4) 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. The cost proposal shall be typed using the formatting provided on the provided template.
- d. 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# 7597600 Centrex Replacement/Telephone System Upgrade**" 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://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

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

Appendix B

IRS Publication 1075 requirements on VOIP phone systems

9.4.15 VoIP Systems

Background

VoIP is the transmission of voice over packet-switched networks. VoIP systems include a variety of components, such as call processors/call managers, gateways, routers, firewalls, and protocols. Data, in the form of a digitized voice conversation, is enclosed in a packet and transported via a data network to a voice gateway that converts voice calls between the IP network and the public switched telephone network. In FTI implementations, this means that telephone conversations between agency personnel and their taxpayer customers where FTI is discussed as part of the conversation are transmitted across the network as a data packet.

Requirements

To use a VoIP network that provides FTI to a customer, the agency must meet the following mandatory requirements:

- a. VoIP traffic that contains FTI should be segmented off from non-VoIP
- b. When FTI is in transit across the network (either Internet or state agency's network), the VoIP traffic must be encrypted using a NIST-approved method operating in a NIST-approved mode
- c. VoIP network hardware (servers, routers, switches, firewalls) must be physically protected in accordance with the minimum protection standards for physical security outlined in *Section 4.0, Secure Storage—IRC 6103(p)(4)(B)*
- d. Each system within the agency's network that transmits FTI to an external customer through the VoIP network is hardened in accordance with the requirements in this publication and is subject to frequent vulnerability testing
- e. VoIP-ready firewalls must be used to filter VoIP traffic on the network
- f. Security testing must be conducted on the VoIP system prior to implementation with FTI and annually thereafter
- g. VoIP phones must be logically protected, and agencies must be able to track and audit all FTI-applicable conversations and access

Appendix C

Call Center preferences

- Unlimited number of users logged in concurrently
- Ability for users to be assigned to multiple groups/skills concurrently
- Ability to assign priorities to skills per user
- Ability to transfer a call to a skill/queue
- High level dashboard to monitor live traffic including user status, number of calls in queue, number of calls recorded, duration of calls, history of calls
- Call monitoring, coaching & barge in
- Call recording (how long can they be kept for?)
- A method to randomly select recordings to review within a chosen time frame
- Ability to process recording through a dictation protocol to search for flagged words and alert staff
- Caller ID
- A feature within the application for agent to enter notes during a call and ability to review the historical notes during a call with the same user.

Appendix D

Centrex Locations

1 Capitol Hill	1232
1 Dorrance Plaza	3
101 Friendship	19
125 Dexter St.	3
160 Pine St	78
1670 Hartford Ave	4
180 Westminister St	34
206 Camden Ave	4
206 Elmwood Ave	3
235 Promenade St	729
246 Prairie Ave	4
249 Blackstone Blvd	3
250 Benefit St	33
3 Capitol Hill	854
325 Washington St	3
40 Fountain St	297
48 Orms St	37
50 Branch Ave.	41
50 Orms	85
77 Dorrance St	37
80 Washington St	263
83 Park St	52
Armory	6
Chad Brown	6
State House	162

ATTACHMENT 1 INSURANCE

Vendors shall procure at their expense and maintain all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified.

Before issuance of a Purchase Order Release, vendors are required to submit certificates of insurances and any required endorsements acceptable to State. Vendor shall provide State with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates and endorsements shall reference Courier Service RFP.

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury, broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Auto Liability Insurance: Auto Liability Insurance covering all owned, non-owned or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained (if applicable).

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee (if applicable).

Technology Errors and Omissions Liability Insurance: Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Vendor will obtain Technology Errors and Omissions Liability Insurance with minimum limits of \$1,000,000 per claim and aggregate. Insured will include any individual who is an agent, independent contractor, leased worker or temporary worker while acting within the scope of his or her contract with the named insured on projects under this RFP.

The State, agencies or any entity the Vendor is providing services to under this agreement and each of its and their officers and employees will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State, agencies and any entity to which the Vendor provides services under this agreement and each of its and their officers and employees shall not be limited by the insurance required in this section or in any way limit the Vendor's liability.

The Commercial General Liability Insurance, Auto Liability Insurance and the Technology Errors and Omissions Liability Insurance shall include the State, agencies, or any entity the Vendor is providing services to and each of its and their officers and employees as Additional Insured, but only with respect to the Vendor's activities under the contract. Such additional

insured status includes extension to products and completed operations as it pertains to commercial general liability insurance.

The insurance required through a policy or endorsement shall include a waiver of subrogation waving any right to recovery the insurance company may have against the State, its agencies, or any entity that the Vendor is providing services to under this RFP and each of its and their officers and employees.

A provision that Vendor's insurance coverage shall be primary as respects any insurance, self-insurance or self-insured retention maintained by the State, agencies, or any entity the Vendor is providing services to under this RFP and each of its and their officers and employees. Any insurance, self-insurance or self-insured retention maintained by the State, its agencies, or any entity the vendor is providing services to under this RFP and each of its and their officers and employees shall be in excess of the Vendor's insurance and shall not contribute.

The owner of the respective telecommunications equipment installed in State or any other entity's premises to which Vendor provides services under this RFP, is responsible for insuring its equipment until such time it becomes the property of the State or respective entity. If the State or any entity that the vendor is providing services to under this RFP is not the owner of this equipment, the owner shall remove such equipment from the respective premises as soon as possible after termination or expiration of the contract.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Vendor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Purchasing Agent.

The Vendor shall pay all deductibles, self insured retentions and/or self insurance included hereunder.

The Vendor shall disclose to the State the amount of any deductible, self-insured retention and/or self insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.

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.

ATTACHMENT 2
ADDITIONAL TERMS AND CONDITIONS

For purposes of this Exhibit 2, State shall include State, agencies and any entity the Vendor provides services to and each of its and their officers and employees.

a. *Unauthorized Disclosure or Access to Confidential Information*

- a. Vendor shall notify State and the Chief Information Officer of the State (“State Impacted Parties”) of any successful unauthorized electronic or other access to State Confidential Information as defined above within two (2) days (48 hours) of knowledge of occurrence. The notice shall contain information available to Vendor at the time of the notification, to aid the State Impacted Parties in examining the matter. More complete and detailed information will be provided to the State Impacted Parties as it becomes available to Vendor. For security reasons, the disclosure from Vendor to State Impacted Parties as contemplated in any contract may include information specifically designated as “confidential” and shall be treated by State Impacted Parties as such. Vendor and State Impacted Parties shall cooperate with each other in any public disclosures related to any such successful unauthorized access. In the event of a successful unauthorized access Vendor agrees (a) it shall pay for an independent third-party security firm acceptable to the State to analyze the incident and determine the cause and extent of the compromise, which report shall be provided to the State, and (b) Vendor shall, at its cost, provide notification as required, and establish a call center and purchase credit monitoring services, where necessary. Vendor shall indemnify and hold harmless the State, from any and all damages, penalties, costs, expenses, claims, causes of action, fees, penalties (including reasonable attorney’s fees and regulatory defense) which may arise, accrue or be caused in whole or in part, directly or indirectly, by Vendor’s intentional acts, negligent acts or omissions, or material failure to perform under the terms of this contract, or violation of applicable laws, rules, regulations, to State or any third party from such successful unauthorized access.

b. *Warranties*

- i. **Errors or Defects in the Services:** In case of any error or defect in the services arising from Vendor’s acts or omissions or does not comply with local codes or inspections, Vendor shall promptly cause such error or defect to be corrected at no additional cost to State. Vendor shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. State reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
- ii. **Work Product:** Vendor warrants and represents that it has the right to transfer ownership to State of Vendor’s work product performed hereunder, and that such work product hereunder shall not infringe any other party's proprietary property rights, tangible or intangible or other interests.

- iii. Vendor represents and warrants that for the full duration of any resulting contract, all services provided under any resulting contract perform in the manner and functionality as described.
 - iv. Vendor warrants equipment for the minimum period described in the RFP and a longer period if provided in its Proposal.
- c. **Indemnification** Vendor shall defend, indemnify, and hold harmless State and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees) arising out of the performance or non-performance or alleged breach of any resulting contract, including without limitation, any claims, actions, suits, or other proceedings:
- i. Alleging facts which, if true, would cause Vendor to be in breach of the section its infringement indemnification;
 - a. ii. Relating to a breach by Vendor of any of its other representations, warranties, agreements, or covenants under any resulting contract; or
 - ii. Relating to any act or failure to act by any Vendor personnel while on the premises of State.
 - iii. State shall provide Vendor notice of any such action within a reasonable time upon receipt of knowledge of the same. In connection with any claim made by a third party, Vendor shall bear the expenses of defending such claim (regardless of whether the allegations supporting such claim are finally determined to be true) and, at its option, may assume the defense of any such action and all negotiations for its settlement or compromise (it being understood that your company shall not enter any settlement without the consent of State, provided, further, however, that if Vendor does not, within ten (10) days of receiving such notice from State, select counsel to defend such claim or action, and such counsel shall be reasonably acceptable to State, then State may through counsel of its choice, select counsel to defend at Vendor's cost. Each party shall keep the other party fully informed about all material information regarding any claim covered under this section.

d. Confidentiality

- i. Definition. Subject to the requirements of the Rhode Island Access to Public Records Act R.I.G.L. § 38-2-1, et seq., all confidential or proprietary information related to either party including, but not limited to, any and all data used, disclosed, disseminated, collected, stored or transmitted (including third party data) and the State's Voice & Network configuration, shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose as necessary, information to its officers, agents and employees to the extent such disclosure is necessary for the performance of their duties under or in connection with any resulting contract, provided they are under the same that the data may be used, disclosed, stored and disseminated only as provided by and consistent with the law and any resulting contract. Notwithstanding the foregoing, no information shall be deemed to be Confidential Information if the receiving party can demonstrate that such information:
 - a. Is disclosed to the receiving party by a third party without the imposition of any obligation of confidentiality
 - b. Becomes known to the general public without fault of the receiving party;

- c. Is developed by any employee or partner of the receiving party under any resulting contract who had no access to any information disclosed to such party under any resulting contract;
 - d. Was previously known by the receiving party without any obligation of confidentiality ; or
 - e. Is required to be disclosed by law after reasonable notice to the other party.
- e. **Assignment** Vendor shall not delegate, assign or transfer, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of State. If such written consent is not obtained, such delegation, assignment or transfer shall be null and void. Upon State's consent to the foregoing, any said successors shall ratify, agree to and comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by Vendor.
- f. **Succession**
 - a. The services provided under this contract are important to the State. Vendor agrees these services are important to the State and that they must be continued without interruption and that upon expiration or termination of this RFP another entity may continue all or part of them. In such event, the Vendor agrees to make an orderly transition of such services and to perform any and all tasks in good faith that are necessary to preserve the integrity of the services.
- g. **Choice of Law and Venue**
 - a. Any and all claims or disputes relating to or arising out of any resulting contract, or the breach thereof, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of State of Rhode Island, without reference to conflict of law principles and suit, if any, must be brought in the State of Rhode Island.