



**Solicitation Information
January 23, 2019**

RFP# 7598573

TITLE: Free WiFi Access for DMV Customers

Submission Deadline: February 14, 2019 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 **Friday, February 1, 2019 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: NO

**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 Division of Motor Vehicles (“DMV”), is soliciting proposals from qualified firms to provide free wireless internet access to customers in all DMV branches, 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 April 1, 2019 for one year. Contracts may be renewed for up to four 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

SECTION 2. BACKGROUND

The Rhode Island Division of Motor Vehicles seeks to offer free wireless Internet access to customers to reduce the concern of wait times. An additional benefit is to display DMV transactions available online to allow a customer to perform the transaction immediately instead of waiting in line. The solution must be no cost to the state, including no installation, maintenance and support costs.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

Provide the necessary design, installation, management and maintenance services to offer **free, no cost** wireless internet access to customers at all DMV branch locations. The wireless access system, including but not limited to wireless access points, network connectivity, hardware, software, etc., are not allowed to use the State of Rhode Island's network infrastructure.

Specific Activities / Tasks

1. Technical

- a. Perform onsite traffic evaluations to provide adequate Internet access bandwidth solution for customers at various DMV branches. Estimates are we can have 200-500 customers waiting in the Cranston branch.
- b. Provide a system diagram of proposed solution for review by state technology architecture and security review boards.
- c. All equipment, supplies, labor, for the solution will be supplied by the vendor and not be connected to state infrastructure.
- d. Neither the DMV nor the state shall be liable for the solution and the components.
- e. The vendor shall provide a managed, updated, patched and secure service, providing monthly reports to DMV that this service level is met.
- f. Vendor travel expenses shall be included in the bid and service agreement.
- g. All work performed will meet Local, State and Federal codes, to include but not limited to building codes, BCSI wiring standards and FCC regulations.
- h. Vendor will coordinate the installation of all equipment with the DMV Facilities manager and Network Operations Center (NOC) manager. All work must be approved in writing by the Facilities and NOC managers prior to being done.
- i. The State will not be responsible for any equipment associated with the service. All equipment will be kept separated from the State network equipment. Vendor will be responsible for securing and insuring said equipment.
- j. The State will not be responsible for any data or phone services required for the wireless network. All charges will be borne by Vendor.
- k. **The State reserves the right to disable the Public WiFi network at any time without a reason.**
- l. In the event of interference or conflict between the free wireless network and the State wireless network, Vendor will be responsible for disabling access points immediately and resolving the conflict (ex. Changing frequency, changing channels, moving access points, etc.)

m. Power will be supplied by DMV or state facilities.

2. Functional

- a. Vendor will ensure wireless users are notified before connecting that access is not associated with State of Rhode Island, DMV, or other agencies, and has no liability for any consequences from the usage of the wireless network.
- b. Vendor will post signs notifying guests of the availability of the WiFi network. Said signs may include advertiser logos and/or names. For example: "Free WiFi access provided by Nationwide Insurance." The costs of said signage will be borne entirely by Vendor. Vendor will obtain approval for mounting locations and sizes with DMV Facilities manager prior to installation of signage.
- c. Any signs posted referring to the wireless network will state that DMV has no liability in its usage.
- d. The vendor will provide and manage an industry accepted content-filtering service to safeguard users from questionable site and usage. The State may require additional sites and terms be added to the service to protect users.
- e. All access hours are governed by the standard DMV office hours. DMV has the right to approve and limit the hours the WiFi network is available to the public. Must provide lead time.
- f. User must accept terms and conditions and acceptable usage policy to proceed. Current State login banner content could be used as an example.
- g. After accepting the terms and conditions the DMV requests an initial redirect to the RI.gov page that lists all transactions available online. This should prompt visitors to complete the transaction online instead of waiting.
- h. The DMV will have final approval on any advertisements displayed on the service.
- i. Provide the DMV monthly usage reports. Number of connections, sites, duration, ad clicks, summary results for all locations and grouped by branches, etc.
- j. Provide the DMV monthly security, hardware, and software updates and patches that were applied.
- k. The State retains the right to temporarily or permanently shut down any WiFi access point that may interfere with normal operations.

3. Service Level Agreement

- a. A Service Level Agreement (SLA) is a negotiated agreement about the services, priorities, responsibilities, and warranties between the State of Rhode Island and the Vendor. The purpose of the SLA is to document the relationship and expectations of the Public WiFi solution provided and managed by the vendor and the State the customer. Examples of the content are included below.

- b. Change and Release Management
 - i. Communication, approval process, and coordination for scheduled outages and maintenance.
- c. Capacity and bandwidth to support 500-750+ concurrent connections.
- d. Incident and Problem Management.
 - i. Response to incidence within 1 hour.
 - ii. RCA and future mitigation report within two weeks.
- e. Service Level Reporting
 - i. System Availability Reporting quarterly.
 - ii. Incident Response Time reports quarterly

DMV Locations

DMV Cranston
600 New London Avenue
Cranston, RI 02920

DMV Woonsocket
217 Pond Street
Woonsocket, RI 02895

DMV Woonsocket (after 1/1/2019 – tentative)
2000 Diamond Hill Road
Woonsocket, RI 02895

DMV Middletown
52 Valley Road
Middletown, RI 02842

DMV Wakefield
4808 Tower Hill Road
Wakefield, RI 02879

DMV Warren
1 Joyce Street
Warren, RI 02885

DMV Westerly
Westerly Town Hall, 45 Broad Street
Westerly, RI 02891

DMV Road Test/Safety & Emissions
325 Melrose Street
Providence, RI 02907

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, including their experience in the field of installation, maintenance, and securing devices.
2. **Capability, Capacity, and Qualifications of the Offeror** - Provide a detailed description of the Vendor’s experience installing, managing, and maintaining similar solutions for customers. Provide examples of usage and maintenance reports,
3. **Work Plan** – Provide, in detail, the framework within which requested solution will be performed and project timeline.
4. **Approach/Methodology** – Define the methodology to be used for the solution. Methods of reporting, governance, etc. and the procedures that will be used to ensure accurate and timely information requested.

B. Cost Proposal

Detailed Budget and Budget Narrative:

The entire solution will be **NO COST** to the State of Rhode Island. A vendor that provides a NO COST solution will receive the maximum 30 points in the evaluation criteria scoring. Solutions with any cost will receive 0 points.

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	30 Points
Approach Proposed	20 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:

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

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 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 # 7598573** 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).

Technical Proposal must also include the SECURITY QUESTIONNAIRE which is provided as a downloadable .zip attachment.

- 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# 7598573 Wireless Internet Access**" 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

EXHIBIT 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 the aforementioned 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.

EXHIBIT 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.