



**RFQ #7606780**

**Title: Call Center Vendor for Contact Tracing Surge Capacity**

**Submission Deadline: Thursday, July 2, 2020 @ 10:00 a.m. Eastern Time (ET)**

**NOTE TO VENDORS:** Applicants must register online at the Rhode Island Division of Purchases website at [www.ridop.ri.gov](http://www.ridop.ri.gov). Proposals received without the completed RIVIP Bidder Certification Cover Form attached, may result in disqualification.

## **BID SCOPE OF WORK AND REQUIREMENTS:**

### **GENERAL STATEMENT OF DUTIES**

The Rhode Island Department of Health requires the services of a Call Center vendor for surge capacity for Contact Tracing in the State as part of the strategy and mitigation plans to slow the spread of the COVID 19 virus. The goal of Contact Tracing is to call and interview all contacts identified by those who have tested positive for COVID 19. The interview consists of a series of questions to assess symptoms, provide education, review options for testing, explain monitoring/evaluation, provide resources in the event they are quarantined/isolated, collect names of their contacts and employer information. The contacts are passed to the Contact Tracing team from the Case Investigators via the State's COVID 19 tool in the Salesforce application. All contacts and data collected by Contact Tracers is logged in the tool. Some cases will need to be passed back to Case Investigation for more in depth case management, some will be monitored and require additional follow up and some asymptomatic cases will be closed.

### **REQUIRED KNOWLEDGE SKILLS AND ABILITIES**

1. Bring multilingual agents who can perform the work, specifically Spanish and Portuguese speaking agents, as well as a state-of-the-art language line that can successfully provide translation for other languages.
2. Provide agents who can work with confidential and sensitive medical information, demonstrate empathy, strong customer service skills and experience, along with proficiency for research and investigation.

3. Provide agents who are computer literate, can use phone and salesforce technology on premise and remotely.
4. Bring a strong understanding of Call Center technology and telecom, including scheduling, workforce management and reporting.
5. Bring best practices and process for performance/quality management, staff retention and training.
  - a. Conduct quality monitoring for Agents that allows for evaluation and feedback for improved performance and demonstrates a commitment to evaluating core competencies of the job.
6. Deliver strong training and training materials either via CBT or in a classroom setting.
  - a. Program, process and technology content will be provided by the State. The Vendor will deliver materials in their own training format.
  - b. The Vendor will be responsible for providing soft skills training, to be reviewed by the State prior to training. Modules should include dealing with difficult situations, cultural and health equity, diversity and other sessions that will provide Agents with the situational awareness to be successful at contact tracing work.
  - c. Training materials and approach should include assessments designed to evaluate each agent's understanding of the CT program content and ability to be successful in the role. Passing grades required to fulfill role.
7. The Vendor must be able to staff from a minimum of 10 and up to 100 FTE's with a minimum of 5-day notice for ramp up

#### **SPECIAL CONDITIONS**

1. Hours of operations are 7 days per week from 8:00 am – 7:00 pm.
2. Contract Tracing work is time sensitive and must be done quickly and effectively in order to realize the benefits to managing surge and mitigating the spread.
3. The ability to provide multilingual staff, especially Spanish is critical to the program. Other multilingual staff are encouraged and should be identified to the State.
4. Hire Rhode Islanders to the extent possible.
5. The Vendor must have the capability for Agents to work remotely and the tools to ensure quality and productivity.
6. The Vendor must supply their own telecom system, be able to accept inbound and make outbound calls.
7. Be able to meet the following performance metrics:
  - a. Provide productivity reports as defined by the State (e.g. volume of calls made/received, by agent, handle time, etc.)
  - b. Attempt to reach 98% of Contacts within 24 hours
    - i. If not reached upon first attempt, up to 3 attempts per contact should be made within 72 hours.
  - c. 100% of Contacts/Phone Calls should be logged and accurately filled out in RI's COVID 19 CI/CT (Salesforce) Tool, including accurate dispositions of the case.

- d. Call handle time will be an average of 20-25 minutes. If average call time climbs, Vendor will provide information to State with supporting information on reasons for increased HT so that State may better understand trends and issues.
- e. 100% of non-English speaking customers should be connected to a multi-lingual staff member, or language line.
- f. Vendor should let State know about any system issue, telecom down time or other problem preventing service within 15 minutes of issue occurring.
- g. Vendor will provide State with any training materials used to prepare staff, for State review and approval prior to Training. Training curriculum will be in electronic format and conducive to training remote staff, as well as in person training as needed.
- h. Vendor should provide State with at least 5 recorded calls per week for Quality monitoring, as well as provide quality scores for each agent on a monthly basis based on approved metrics.

### **REQUIRED EXPERIENCE AND CREDENTIALS**

1. The successful Vendor must be providing call center services successfully and furnish references of existing clients to be contacted by the State.
2. The Vendor must provide the State with sample reports or dashboards from a current contract in order to demonstrate success and delivery of high-quality work product.

### **NOTE:**

1. Surge capacity services is dependent upon the global pandemic, and how the virus runs its course in Rhode Island. The extent to which the surge capacity will be leveraged is difficult to predict.
2. Assume the duration of each surge will be approximately one month to include ramp up, surge and ramp down.
3. Bids should be made in the form of time and materials, with the specific hourly rates by position, rates should be fully loaded, and other material costs should be detailed.
4. The State will pay for a minimum, agreed upon number of staff per month, outside of surge needs.
5. The Contact Tracing call center will be run by the State and staffed also with State FTE's. The Vendor will work collaboratively with that team.
6. Vendor agents are anticipated to begin post-training work as early as July 27<sup>th</sup>, 2020.



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

## **COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS**

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

Division of Purchases is inviting you to a scheduled Zoom meeting.

Topic: 7606780

Time: Jul 2, 2020 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98546404950?pwd=bWVQQ294QldKS21CM2lsSXBoTnBVZz09>

Meeting ID: 985 4640 4950

Password: 066430

One tap mobile

+13017158592,,98546404950#,,1#,066430# US (Germantown)

+13126266799,,98546404950#,,1#,066430# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

877 853 5247 US Toll-free

888 788 0099 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

Meeting ID: 985 4640 4950

Password: 066430

Find your local number: <https://zoom.us/u/ad8mojfW85>



# Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

BUYER: Vittorioso, Dawn R  
PHONE #: 401-574-8134

**CREATION DATE :** 04-JUN-20  
**BID NUMBER:** 7606780  
**TITLE:** CALL CENTER VENDOR FOR CONTACT TRACING SURGE CAPACITY  
**BLANKET START :** 27-JUL-20  
**BLANKET END :** 26-JUL-21  
**BID CLOSING DATE AND TIME:**02-JUL-2020 10:00:00

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DOA CONTROLLER  
ONE CAPITOL HILL, 4TH FLOOR  
SMITH ST  
PROVIDENCE, RI 02908  
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DOH MANAGEMENT SERVICES  
THREE CAPITOL HILL, ROOM 402  
SMITH ST  
PROVIDENCE, RI 02908  
US

**Requisition Number: 1660978**

Note to Bidders: QUESTIONS concerning this solicitation must be received by the Division of Purchases at DOA.PURQUESTIONS10@purchasing.ri.gov no later than Saturday, June 13, 2020 @ 10:00 AM Eastern Time (ET). Questions should be submitted in a Microsoft Word attachment. Please reference the RFQ #7606780 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.

| Line | Description                  | Quantity | Unit | Unit Price | Total |
|------|------------------------------|----------|------|------------|-------|
| 1    | RFQ FOR CT CALL CENTER SURGE | 1.00     | Each |            |       |

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

## **GENERAL CONDITIONS – ADDENDUM A**

### **GENERAL INSURANCE REQUIREMENTS**

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

Schedule A1: General Requirements

Schedule A2: Professional Services

## Schedule A1 – General Requirements

### Definitions

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

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

### Required Insurance

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

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



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

**Required Insurance:**

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

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

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

Crime insurance, as applicable to the procurement or solicitation:

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

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

**All Required Insurance shall be:**

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

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

## Schedule A2 – Professional Services

### Definitions

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

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

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

### Required Insurance

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

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

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

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

**Required Insurance:**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**All Required Insurance shall be:**

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

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

**Contract Terms and Conditions**

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## **Terms and Conditions**

### **BID STANDARD TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS FOR THIS BID**

#### **AWARD**

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

#### **DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

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

#### **RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

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

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

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

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

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

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

**No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.**