



Solicitation Information

7 Nov 11

RFP # 7449206

E-Rate Eligible Data Service Providers

Submission Deadline: 5 Dec 11 @ 11:00 AM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at questions@purchasing.ri.gov no later than **18 Nov 11 at 12:00 Noon (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

Jerome D. Moynihan, C.P.M., CPPO
Assistant Director for Special Projects

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

Note to Vendors:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the **WinZip 8.1** software. The ZIP file will contain one or more files based on the type of Bid/RFP.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with Winzip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

Completing the Disk Based Bid

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

Submitting the Disk Based Bid

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

***Request for Proposals
E-RATE ELIGIBLE DATA SERVICES
FOR THE RHODE ISLAND DEPARTMENT OF EDUCATION***

The Rhode Island Department of Administration, Office of Purchases, on behalf of the Rhode Island Department of Education (RIDE) is requesting Proposals from qualified vendors to provide E-RATE ELIGIBLE DATA SERVICES, in accordance with the terms of this solicitation and the State's General Conditions of Purchase (available @ www.purchasing.ri.gov).

INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS:

Potential offerors are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. The "Official" time clock is in the reception area of the Division of Purchases.

In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.

Also, Submitters should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or dorinda.keene@doa.ri.gov . Visit the website <http://www.mbe.ri.gov>

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this LOI.

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email raymondl@gw.doa.state.ri.us

Subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

RITEAF Legislative Considerations

Any protest or dispute related to this RFP shall be subject to the provisions of the Rhode Island Division of Public Utilities and Carriers rulings relative to the enacting legislation that funds this program and assigned duties for administering it, as amended in Rhode Island General Laws, Section 39-1-61 and effective May 9, 2005. An unsuccessful bidder may, within seven (7) calendar days of the awarding of bids, file an appeal with the Division of Public Utilities and Carriers. The Division will review any claims that the Department of Education did not comply with terms of the RFP or with the Division's Rules. All other appeals shall be made through the FCC's appeal process. The Department of Education shall have seven days to file a response. An original and nine (9) copies of any appeal shall be sent to:

Luly E. Massaro, Division Clerk
Attn.: Thomas F. Ahern, Administrator
Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, Rhode Island 02888

BACKGROUND/OVERVIEW

In 2003 the General Assembly enacted the "Rhode Island Telecommunications Educations Access Fund" ("RITEAF"), codified in RI General Laws, Section 39-1-61, which was established to provide a funding mechanism to provide a basic level of Internet connectivity for all the qualified schools (K-12) and libraries in the state.

The Rhode Island Department of Elementary and Secondary Education (RIDE) and the Library network operate a high-speed wide area network funded by the RITEAF and the Universal Services Administrative Services (USAC) Program known as E-rate. Through relationships with consortia serving each type of entity RIDE strives to provide equitable access to network services for all school or library sites regardless of location. The network is comprised of a wide range of data circuits inter-connected to create a robust information infrastructure. The Department and the Libraries have a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, IP-based video-conferencing, and a variety of services that move across these networks.

Also, in 2009 RIDE was awarded a \$75 million grant from the US Department of Education called Race to the Top (RTTT). RTTT will cause a significant change to the volume of data collected from schools and districts in Rhode Island. RIDE is determined to secure the most advanced technological capabilities for districts enabling them to meet these new requirements.

SCOPE OF WORK

The intent of this solicitation is to establish a RIDE Qualified Vendor List with pre-negotiated pricing, terms and conditions that are in accordance with the RI Telecommunications Education Access Fund Rules and Regulations and Federal E-Rate Requirements. All bid prices submitted in response to the RFP must be the bidder's "best and final" offer. The vendor must be responsible for all costs incurred in preparation of the RFP submission. Vendors must meet all minimum qualifications to be placed on the RIDE Qualified Vendor List. Prior to the E-Rate Form 471 filing deadline (Approximately February 1st), the Department will negotiate installation dates for specific circuits with these vendors and enter into one or more contracts with one or more successful vendors. Inclusion on the RIDE Qualified Vendor List is no guarantee of income.

ADDITIONAL CONTRACTOR REQUIREMENTS/QUALIFICATIONS

- Bidders must submit a letter of transmittal signed by an owner, officer, or other authorized agent.
- Bidders must submit relevant organizational information, a list of similar projects undertaken and/or clients served, agency expertise relative to the services requested, and a statement of existing workload as it impacts the performance of the project.

- Bidders must provide an overview of key personnel assigned to the project including education and prior experience.
- Bidders must include a sample report (Certified Bandwidth Monthly Report) that will be submitted to RIDE monthly asserting to the purchased bandwidth speeds of every site. This report shall serve as the certification that purchased bandwidth is consistent with said purchased amount.
- Bidders must disclose any work to be sub-contracted including the specific work to be performed and staffing, organizational structure, and business background of the sub-contractor.
- Bidders must include an executable contract without any quantities of services with their bid response. The Department will complete the quantities of service and the contract value once the award is announced. The contract must incorporate all the terms and conditions outlined in this RFP.
- Bidders must provide three (3) references of similarly situated customers (size, services and type of business, with particular emphasis on K12 educational institutions) including:
Company (or institution) Name
Contact Name
Contact Phone
- Bidders must submit an unbound original and three (3) bound copies of the proposal. All proposals must include an electronic version (CD) of the Written Proposal in MS Word format and an electronic version (CD) of the Financial Proposal in MS Excel format. Please ensure that the CDs are labeled with the Date, RFP title and Vendor name and packaged with the original copies of the response.
- Bidders are to include in their response a sample contract that would be used between the parties. If any modifications will hamper the processing of a possible contract, indicate which areas are firm.

ADDITIONAL BACKGROUND INFORMATION

The Office of Finance within RIDE, also referred to as “the Department”, is issuing this Request for Proposals (RFP) to procure Digital Data Services at all available speeds using a variety of network technologies which might include Frame Relay (FR), Asynchronous Transfer Mode (ATM), Ethernet, Fiber Optics, SMDS, or any substantially equivalent data transport services at data rates from 3 Mbps to 10 Gbps, or greater, to support telecommunications needs of the K-12 public and private schools, the public and selected private libraries, and consortia serving the needs of such entities.

The Department currently contracts with several vendors for high-speed data circuits at most K-12 schools and libraries throughout Rhode Island. The total number of circuits by the end of FY2012 (June 30, 2012) is estimated at 450. The telecommunications services that will be considered for purchase must be deemed eligible in the TELECOMMUNICATIONS FUNDING CATEGORY on the most recent USAC Schools & Libraries Eligible Service List which can be found at:

<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>

All telecommunications carriers are required under FCC rules to be common carriers and to file Form 499A (Telecommunications Reporting Worksheet).

The Department or its authorized representatives must provide a Purchase Order (PO) for service provided by the vendor under this agreement. Any services provided by the vendor without a Department-authorized PO are not eligible for RIDE E-Rate filing services or for reimbursement under RI Telecommunications Education Access Funds managed by RIDE.

The Department will file the 470 and 471 forms for E-Rate reimbursements for all entities that purchase services through a RIDE-authorized PO. Due to the complexity of the E-Rate process, E-Rate funding is often awarded well after the award year has begun. The Department expects that vendor's invoice will reflect the Department's total cost and indicate the discounted amount for services as determined by the Department pending approval by the Schools and Libraries Division (SLD or ERATE program). The vendor is required to apply for the ERATE reimbursement directly from the SLD using the Service Provider Invoice Form (SPIF - FCC Form 474) once the award has been made. Exceptions to this requested processing by the Department should be noted.

TERMS OF THE CONTRACT

Vendors meeting the minimum qualifications outlined in the technical proposal section will be placed on RIDE's qualified vendor list. Inclusion on the RIDE qualified vendor list is no guarantee of income.

The Department has adopted the spirit of the E-Rate program and the RI legislation to ensure that service agreements are competitive with current market conditions. Therefore, The State / RIDE is proceeding with a one-year service cycle. However, we reserve the right to extend for up to three one-year terms. Each one year service cycle begins on July 1st and ends on June 30th. The vendor agrees to no billing overlap and billing will begin on July 1, 2012 and cease for all contracted services as of June 30, 2013 unless the Department exercises its extension option in accordance with the terms outlined below.

The contract that results from this RFP will be a Fixed Unit Price contract for month-to-month service within the contract period with indefinite quantities and specific prices for installation. Standard installation prices, if any, must be specified with your response. Vendors should be aware that vendor agreements provide for no installation charges. The E-Rate process does not have a mechanism to accept price ranges or Individual

Case Basis (ICB) quotes, no ICB quotes will be considered. The Department makes no commitment to guarantee a minimum amount or duration of the service. All contracted services shall be provided as needed by the Department and for durations agreeable to the Department and noted in the contract. The Federal E-Rate program specifically excludes reimbursement for transport service termination charges. As a result, the Department will not accept any contracts that include termination liabilities.

The State / RIDE reserves the right to renew the Contract for three (3) periods of one (1) year upon mutual, written agreement of RIDE, unless terminated earlier as hereinafter provided.

Eligibility to exercise the renewal option will be conditioned upon two main findings:

1) that there has been adequate performance, including full compliance with the terms of the contract, prior to the contractor's giving of notice that it wishes to exercise the option and

2) that prices have remained competitive in nature while allowing for improved technology options.

Any renewal of the Contract must be approved by RIDE in accordance with the following terms. The Vendor must submit a Contract Renewal request (Appendix A) no later than December 1st of each year to RIDE's Division of Fiscal Integrity and Efficiencies for its review and approval. After RIDE's approval, a fully-executed copy of the Contract will be submitted to RIDE no later than January 1st of each year.

Annual agreements are contingent upon adequate, continued funding from both the State RITEAF and Federal E-Rate programs. It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the vendor to comply with the terms of this agreement or E-Rate program rules, the vendor is liable to the State of Rhode Island for an amount equal to the full amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

SERVICE ORDERING/TERMINATION PROCESS AND PURCHASE ORDERS

The successful vendors shall receive a purchase order (PO) from the Department for a specific amount for the contract term. A PO from RIDE is the only means for any vendor to provide contracted services under this RFP. The Department will not accept any vendor charges above the PO amount unless the PO has been modified to reflect Department approved variances.

Within ten (10) business days after the receipt of a PO from an authorized representative of the Department, the vendor shall respond by e-mail to the authorized representative of the Department with installation due dates, locations, service types, circuit IDs, associated information (i.e. VLANs etc.) and customer account number for the requested services.

For all the initial contracted services the due date stated shall be no more than sixty (60) calendar days from the vendor's receipt of the PO or the July 1st E-Rate contract start date, whichever occurs later. Should the actual provision of services by the vendor at a specific contracted location not occur by the July 1st E-Rate contract start date, the vendor will continue to provide any existing service the vendor may have at the contracted location free of charge to the Department or credit the Department's monthly invoice by an amount equal to any service charge the Department must pay to provide service from another vendor at the contracted location. If the contracted location is a new service site, then the vendor will credit the Departments monthly invoice the sum of \$100 per diem commencing July 1st until the contracted service is installed and accepted by the Department.

The vendor shall agree to work through the Department's point-of-contact shown on the PO for scheduling all on-site activity. The vendor's installation due date stated shall take under consideration that access to some government facilities may be limited to normal business hours. The vendor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise. At all times, the vendor shall retain responsibility for any subcontracted services.

The Department may add or terminate service at any K-12 school or library at any time during the contract period without any special construction or service termination charges.

The vendor must provide contracted services beginning July 1st or provide services as detailed above. A vendor cannot refuse to provide awarded service due to right of way, construction delays or any other circumstance. Once the Department awards a specific location to a vendor it is the vendor's sole responsibility to provide such service. An authorized representative of the Department may delay or cancel the installation date without penalty for any reason by notifying the Vendor at least fifteen (15) calendar days before the July 1st installation due date.

SERVICE OFFERINGS

The vendor must submit a complete technical service description for each service offered. Description must include:

- Service Specifications
- Network Architecture
- Offered speeds
- Network Interface(s)
- Detail of plans to service all K-12 schools and libraries state-wide

The vendor should also specify how their network service(s) will interface with the existing RIDE statewide network technologies that are primarily Ethernet-based and are aggregated at RIDE's Internet access presence located at 235 Promenade Street, Providence, RI. Vendors must identify any changes RIDE consortia members will need to make in their networks, if the proposed solution is not Ethernet-based.

The Department wants the most efficient, seamless high-speed data network possible. Vendors should offer pricing for ALL K-12 schools and libraries currently supported by the RITEAF funding. If the vendor does not own facilities to provide service at any location, then they are encouraged to acquire the necessary facilities from another provider and interconnect all sites through the vendor's own infrastructure. Vendors that provide the Department with the most efficient and seamless state-wide solution will be most favorably rated in the Department's Evaluation Matrix.

Please note: the Department is interested only in Data Transport Services. The Department will not purchase Internet or Value Added Services (e.g. email/filtering Spam protection) under this agreement.

NETWORK AVAILABILITY AND REPAIR PROCEDURES

The vendor shall be responsible for maintaining, on an ongoing basis, all necessary traffic and routing information to keep its monthly end-to-end network availability at 99.7% for each installed circuit. The vendor shall conduct quarterly service meeting with the Department and make available to the authorized representative of the Department, any and all logs, records, maintenance reports, and other similar documentation which the authorized representative of the Department requests in order to investigate/validate outages. In the event of a major network outage the vendor shall submit a written report to the authorized representative of the Department by the end of the next business day explaining the cause and remedy of the outage as well as any out-of-service credits due to the Department. The Department expects vendor SLA's to provide credits for any service disruptions lasting more than four hours in duration during any calendar month.

The vendor shall be responsible for the coordination of all repair activities with other service providers such as the LEC and OCC, appropriate consortia partners and other vendors. The vendor shall have coordination procedures for installation and repair and provide written updates of these procedures to the authorized representative of the Department prior to implementation.

The Department prefers the vendor to provide a password protected problem-reporting system accessible via the Internet that authorized Department or school and library personnel may access to open trouble tickets 24 X 7 X 365 and use that system to track the ticket status and escalations. The vendor will be required to demonstrate the repair tracking database prior to any award from the Department. It shall be in a format acceptable to the Department and contain the following information:

- 1 Contact Name
- 2 Ticket Number
- 3 Circuit ID
- 4 Location
- 5 Date Opened
- 6 Time Opened
- 7 Date Closed
- 8 Time Closed
- 9 Duration

10	Trouble Type
11	Trouble Summary

The vendor must notify the authorized representative of the Department seven (7) calendar days in advance by email, for any planned service outages that may affect the Department's services provided by the vendor. This notice shall include at a minimum the reasons for the planned service outages, the scope of the planned services outages and the expected duration of the planned service outage. The vendor shall credit the Department for a full day's service charge for any location that has its service disrupted by a vendor's planned service outage that was not properly requested.

The vendor should provide a complete Network Availability Statistics and Repair Procedures for each service offered. Description must include:

Current statistics of network performance:

Performance Guarantees and Remedies

Describe your capabilities for proactive monitoring of alarms and outages

Availability of performance statistics, perform testing, monitoring and reporting upon request of the Department.

Complete trouble-reporting procedures:

Procedures must include proactive customer notification, response times and escalation procedures.

CIRCUIT TRACKING

Please describe what level of circuit tracking the vendor will provide to the Department. The vendor will be required to demonstrate the circuit tracking database prior to any award from the Department.

Ideally the Department would prefer a secure password-protected database of circuit service records accessible via the Internet within thirty (30) calendar days of contract award. The database shall permit up to fifty (50) simultaneous designated users to search and perform sorts by any field and be in a format acceptable to the Department. No record in the database shall be deleted for the life of the contract.

The fields in the database shall be columns and the column headings and types of data to be entered are as follows:

- Community: (e.g. Barrington, Bristol-Warren, etc.)
- Site: (e.g. High School, Kickemuit Middle, etc.)
- Service Type: (e.g. Ethernet)
- Circuit ID: (e.g. 30LOXX123456)
- Bandwidth: (e.g. 100mpbs)
- Committed Information Rate/PVC: (e.g. 100mbps)
- Circuit Location Address: (100 Main St., Bristol)
- Associated Circuit End Address: (if appropriate)
- End to End Circuit Mapping Information

e.g. DLCI, VPI/VCI
Class of Service
Peak and Sustained rates
Etc.

- Service Due Date: (e.g. 07/01/12)
- Termination Date: (e.g. 08/01/12) Termination date means the date the service is disconnected for billing purposes
- Actual Install Date: (e.g. 07/01/10)
- Service Install Price: (if applicable)
- Monthly Charges: (e.g. \$500.00)
- Purchase Order Number: (e.g. RIDE0712)
- Billing/Account Number: (e.g. 4015031234)

The vendor shall make updates no later than the end of the next business day following service addition/deletion/change. The required report attesting to the bandwidth of each site should follow in this similar format.

If bandwidth discrepancies arise between the vendor and a site, RIDE will use the Certified Bandwidth Monthly Report to determine any possible credits owed to its account.

BILLING AND REPORTING

The vendor should provide timely, clear and concise invoicing. Please provide a sample of an invoice for each service.

The vendor shall invoice the Department at the actual contract price, but indicate on the invoice or by other suitable means the E-Rate Discounted amount in a manner that clearly identifies the federal E-Rate subsidy and distinguishes it from any other credits that may apply.

The vendor must designate a person responsible to maintain the Department's account records, verify correct invoicing for each new install and each disconnect, explain invoices and correct any incorrect charges. An updated report of all the current bills, recent changes and any outstanding issues should be submitted to the Department on at least a monthly basis.

The vendor shall not bill for a new service installation or upgrade until said service is installed and accepted by the Department. There shall be no overlapping service costs, which is to say, service upgrade or downgrade charges should begin subsequent to, and not concurrently with terminated, or replaced, services. The vendor shall not charge a fee for service termination.

NOTE: All service is deemed to be terminated as of June 30th each year unless the Department expressly contracts for the service in the subsequent E-Rate contract year.

Any credits for cancelled or unfulfilled services must occur within the contract period to ensure accurate E-Rate reporting and reimbursement takes place.

The Department will not accept late payment charges.

RIDE is exempt from all State and Federal taxes. The Department will not accept any taxes or additional charges to the pricing submitted by the vendor, including but not limited to a gross earnings tax. If the vendor feels there should be exceptions, please clearly explain them in a separate document.

The vendor shall prepare and submit to the authorized representative of the Department a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing circuit/services and a listing of all terminated circuits in the same electronic format as the circuit database specified above. The vendor shall cooperate with any successor to the contract with information and records a successor may require.

E-RATE REIMBURSEMENT

The Department requires that the vendor comply with all the E-Rate rules and regulations. It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the vendor to comply with the terms of this agreement or E-Rate program rules, the vendor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

In addition, the Vendor must certify that they have been approved by the SLD to provide service for all services offered for the E-Rate Program. The vendor should consult www.sl.universalservice.org for complete information and submit a written explanation of their certification qualifications.

The Department requests that the vendor provide invoices with the E-Rate discount already subtracted. In addition, the Department prefers that the vendor seek reimbursement for the remaining charges directly from the Schools and Libraries Division (E-Rate) using the SLD's Service Provider Invoice Form (SPIF). Please describe any variance from this desired procedure in your response.

The time lag associated with the collection of RI Telecommunications Education Access Funds will inevitably result in late payments of invoices by the Department. In addition, persistent tardiness of E-Rate awards coupled with an extended SLD reimbursement process will delay payment of SLD percentage of the invoices, perhaps considerably. Awards to the Department for services have typically been made by the SLD well into the program year, often requiring adjustments to the discount percentage shown in the application. With this in mind the RIDE will not accept late payment charges for E-Rate Eligible circuit invoices provided under this RFP. The Department is obliged to pay for all provided services in the event of an award denial that is not the fault of the vendor.

Non-appropriation

Service awards made by the Department are a result of the RITEAF program, a legislative enactment that applies a surcharge on the land-based phone lines provided by Rhode Island's telecommunications vendors. The vendors awarded service contracts hereto understand that the Department is dependent upon receiving continued appropriations or budgeted funds from the RITEAF program to continue this contract throughout its intended term. Notwithstanding any other provisions to the contrary, the Department may terminate this contract at the end of any fiscal period, if subsequent to its having employed reasonable, good faith efforts to maintain adequate appropriations and/or budgeted funds for the full term of the contract, such necessary appropriations and funds are not made available.

In order to effectuate such termination the Department must give thirty (30) days written notice to the vendor that the necessary funding has been denied. If the Department terminates the contract pursuant to this Section, unless the following would affect the validity of the contract, the Department will not purchase, lease, rent, seek appropriations for, or otherwise obtain another contract serving the same function as this contract for the fiscal period in which such termination occurs or the next succeeding fiscal period and such an obligation will survive termination of this contract. Within thirty (30) days following such termination, the parties shall meet and make available to each other all information and documentation necessary in order to determine the amount of fees due to the vendor. No penalties, interest or indirect or consequential costs or damages shall be owed or paid by the Department upon such termination.

INSURANCE

The vendor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of vendor action or inaction in the performance of the contract by the vendor, its agents, servants, employees or subcontractors. Proof of insurance covering the contract period must be provided with the bid.

The vendor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the Department, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death. Proof of insurance covering the contract period must be provided with the bid. The Department shall be made an additional insured under said policy upon an award to the vendor and shall provide the Department with a certificate of insurance verifying that the state and RIDE are additional insured's under said policy.

TARIFF FILINGS

The vendor agrees to file any necessary tariffs with the Federal Communications Commission and the RI Public Utilities Commission, as required by law, (collectively "the Tariffs"), which shall incorporate the rate-affecting terms and conditions contained in the contract documents, and which shall provide that the tariffs shall be construed in a manner that is consistent with the terms and conditions of this contract. In all cases,

Department terms and conditions set forth in this RFP, including all appendices and the Contract take precedence over Tariff terms and conditions. The vendor agrees that it will not seek any future increase in the rates set forth in the Tariffs during the term(s) of the contract. Tariff rates shall be the same as those submitted in the vendor's Financial Proposal.

COST PROPOSAL/TERMS OF PAYMENT

The contractor must complete the Cost Proposal Forms contained in Appendix B (attached). Cost proposals must include all service elements for all contract terms offered. Costs must be offered for every school and library location listed. RIDE reserves the right to add or delete locations from this list at any time.

PRE-PROPOSAL MEETING

There shall be no pre-proposal meeting. All questions relative to the Scope of Work as well as any questions regarding RIDE procedures and proposal format are to be submitted in writing to the Division of Purchases in accordance with the date and time listed on the cover page of this solicitation.

PROPOSAL SUBMISSION

An unbound original and three (3) bound copies of the proposal must be submitted to the Division of Purchases by the date and time listed on the cover page of this solicitation..

All proposals must include an electronic version (CD) of the Written Proposal in MS Word format and an electronic version (CD) of the Financial Proposal in MS Excel format. Please ensure that the CDs are labeled with the Date, RFP title and Vendor name and packaged with the original copies of the response. Proposals received by the Point-of-Contact after the due date will not be considered. Proposals may not be submitted by e-mail or facsimile.

**RI DEPT OF ADMINISTRATION
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855**

NOTE: Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. The "official" time clock is located in the Division of Purchases Reception area. Proposals emailed, or faxed, to the Division of Purchases will not be considered.

TECHNICAL PROPOSAL/REQUIRED ELEMENTS

The technical proposal should be 10-20 pages in length, respond to each area of the required elements listed below, and contain a cost proposal using the forms in Appendix B. Supplemental information may be appended to the technical proposal. RIDE will

evaluate vendor proposals based on weighted criteria composed of the following elements:

1) Vendor Pricing Proposal (50 points)

RIDE will award up to 50 of the 100 points used to determine the preferred solution based on the vendor pricing proposals. Vendors offering the following benefits to RIDE will be judged superior. Specifically;

- Lowest pricing for equivalent guaranteed bandwidth for circuits
- A bursting provision allowing RIDE to temporarily increase circuit bandwidth on demand for special projects (e.g., Ballard Project, guest lecturer, etc.)
- Creative solutions to existing sites needing improved connectivity, such as Block Island, Tyler Library and 235 Promenade St.

2) Vendor Qualifications (25 points)

RIDE will award up to 25 of the 100 points used to determine the preferred solution based on the vendor's qualifications. Solutions with the following attributes will be judged superior. Specifically;

- Ease of adoption: RIDE is seeking solutions that can easily interoperate with other vendor transport technologies (the current network is almost exclusively Ethernet) that will not require consortia members to make extensive changes to their network configurations or their equipment.
- Reliability: RIDE prefers solutions that have the most resilient and redundant infrastructure. The network topologies that offer the highest guaranteed throughput and up-time will be favored.
- Ease of Management: RIDE wants network and billing management tools that ensure consortia members have an excellent view of network performance and ensure that RIDE's billing will be accurate and fully reimbursable by the Federal E-Rate.
- Vendor must be deemed eligible in the TELECOMMUNICATIONS FUNDING CATEGORY on the most recent USAC Schools & Libraries Eligible Service List which can be found at:
<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>
- Vendor must have a proven track record of successfully provisioning (e.g., meeting installation deadlines) and maintaining a complex state-wide data network.

- Vendor must have a carrier-class network infrastructure, network operations center, billing system, ordering system, technical support staff and fleet of technicians/vehicles ready to support the network on a 7/24 basis.

3) Vendor Personnel Qualifications (15 points)

RIDE will award up to 15 of the 100 points used to determine the preferred solution based on the vendor's personnel qualifications. Solutions with the following attributes will be judged superior. Specifically;

- Quality and experience of vendor's key personnel
- Feedback from vendor's customer references
- Quality of vendor's subcontractors, if any

4) Vendor Contract Compliance (10 points)

RIDE will award up to 10 of the 100 points used to determine the preferred solution based on the vendor's contract compliance. Solutions with the following attributes will be judged superior. Specifically;

- Inclusion of all RIDE terms and conditions outlined in this RFP
- Lack of exceptions taken to RIDE terms and conditions outlined in this RFP
- Contract modification and adaptability to RIDE's requirements.

Offerors must receive a minimum of 70 technical points, out of a possible 100, to gain status as a qualified vendor. Placement on this qualified vendor list is no guarantee of income."

The release of this procurement initiative also includes two appendices:

*Appendix A: Rhode Island Telecommunications Education Access Fund (RITEAF)
Contract Renewal Request Form.*

Appendix B: VENDOR PRICING TEMPLATE - Program Year 2012/13

To access these documents, go to the website
<http://www.purchasing.ri.gov/RIVIP/BidSearch.asp>

Enter the bid number 7449206
Click on PD under the Info Column