



**Solicitation Information**  
December 8, 2011

**RFP # 7449307**

**TITLE: Communications Technology Integrator – Community College of Rhode Island**

**Submission Deadline: January 5, 2012 @ 11:30 AM (ET)**

PRE-BID/ PROPOSAL CONFERENCE: Yes

Date: Thursday, December 21, 2011 Time: 9:00 AM

**Mandatory : YES**

Location: CCRI Warwick Campus, 400 East Ave., Warwick, RI 02886, Vice President's Conference Room #2328

Pre-filed questions concerning this solicitation must be received by the Division of Purchases at [gail.walsh@purchasing.ri.gov](mailto:gail.walsh@purchasing.ri.gov) no later than **December 20, 2011 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: Yes**

**BOND REQUIRED: Yes, Or Other Form of Guarantee Acceptable to the State**

Gail Walsh  
Buyer

**Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://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**

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Community College of Rhode Island, is requesting proposals for a Communications Technology Integrator to refresh and upgrade the college's communications systems in accordance with the terms of this solicitation and the State's General Conditions of Purchase (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

**INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

Potential offerors are advised to review all sections of this Request 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 sixty (60) 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 will 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.

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](mailto: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 [raymond.lambert@hr.ri.gov](mailto:raymond.lambert@hr.ri.gov).

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.

## **SECTION 1 - OVERVIEW**

CCRI REQUIRES A COMMUNICATIONS TECHNOLOGY INTEGRATOR TO REFRESH AND UPGRADE THE COLLEGE'S COMMUNICATION SYSTEMS. THE ULTIMATE GOAL IS TO LEVERAGE EXISTING COMMUNICATION TECHNOLOGIES TO IMPROVE OUR ABILITY TO COMMUNICATE WITH STUDENTS, STAFF AND THE COMMUNITY AT LARGE.

THE IDEAL VENDOR WILL HAVE A PROVEN TRACK RECORD AT EXCELLING WITH COLLEGES AND UNIVERSITIES. WE ARE SEEKING A VENDOR WHO HAS A NETWORK OPERATIONS CENTER (NOC), SUPPORT AND THE ABILITY TO PROVIDE SUPPORT AND MAINTENANCE WITHIN AN HOUR FOR ALL CAMPUSES.

THE IDEAL VENDOR WILL OFFER A BEST IN BREED TECHNOLOGY SUITE OF PRODUCTS AND MAINTAIN THE HIGHEST LEVEL OF CERTIFICATION LEVELS POSSIBLE FOR THOSE TECHNOLOGIES. THIS VENDOR WILL BE SKILLED IN INTEGRATING THESE TECHNOLOGIES. IT IS EXPECTED THAT THE VENDOR WILL CONSULT, DESIGN, IMPLEMENT AND SUPPORT THE PRODUCT AFTER THE IMPLEMENTATION.

PROJECT SCOPE –

AVAYA COMMUNICATIONS MANAGER VERSION 1, CENTER STAGE SWITCH UPGRADE - OCTEL VOICE MESSAGING SYSTEM REPLACEMENT - ADDITIONAL TECHNOLOGIES TO SUPPORT BUSINESS CONTINUITY AS WELL AS VIRTUALIZATION.

CCRI HAS AN EXISTING AVAYA COMMUNICATIONS MANAGER SYSTEM VERSION 1 CENTER STAGE SWITCH WITH AN EXISTING OCTEL MESSAGING SYSTEM IN WARWICK, RI. THIS LOCATION SERVES OUR REMOTE LOCATIONS IN PROVIDENCE, NEWPORT AND LINCOLN. THE PROJECT WILL INCLUDE UPGRADING THIS SYSTEM TO THE LATEST SOFTWARE RELEASE AS WELL AS UPGRADE THE HARDWARE AS NECESSARY TO IMPROVE FUNCTIONALITY WITH THE UNIFIED COMMUNICATIONS APPLICATIONS AND EASE OF ADMINISTRATIVE FUNCTIONS. IN ADDITION, WE ARE REQUESTING AN UPGRADE TO OUR CONTACT CENTER SOFTWARE AND REPORTING CAPABILITIES WITH BCMR D SOFTWARE (5 USERS) AND TO REPLACE OUR CURRENT OCTEL VOICE MESSAGING SYSTEM WITH AN AVAYA MODULAR MESSAGING SYSTEM, USING AVAYA'S S8800 MESSAGE APPLICATION SERVER AS WELL AS AVAYA'S S8800 MESSAGE STORAGE SERVER. THE REQUIREMENT IS 700 MAILBOXES. PLEASE PROVIDE A QUOTE TO INCLUDE ALL PRODUCTS, SOFTWARE AND HARDWARE AS WELL AS COMPLETE IMPLEMENTATION AND TRAINING. ALSO, INCLUDE A LIST OF ANY ADDITIONAL ITEMS THAT CCRI MAY BE REQUIRED TO PURCHASE. CCRI REQUIRES A SOLUTION WHICH INCLUDES SOFTWARE SUPPORT WITH UPGRADES AS WELL AS MAINTENANCE SUPPORT FROM THE INTEGRATOR.

IN ADDITION TO A CORE UPGRADE TO THE AVAYA COMMUNICATIONS MANAGER SYSTEM, CCRI IS SEEKING A SOLUTION TO REDUCE OVERALL CELL USAGE MINUTES ORIGINATING FROM THE COLLEGE BY PROVIDING A MOBILE TO MOBILE LINK BETWEEN OUR PBX AND OUR CELLULAR USERS. THE SYSTEM SHOULD ALSO BE CAPABLE OF REDUCING INBOUND CELLULAR MINUTES FROM SUBSCRIBERS CALLING INTO THE COLLEGE AS WELL. IN ADDITION, THE SYSTEM SHOULD PROVIDE FOR BUSINESS CONTINUITY IN EVENT OF A FAILURE OF CCRI'S TELCO CARRIER NETWORK. AS SUCH, THE PROPOSED SOLUTION SHOULD BE CAPABLE OF BEING INTEGRATED INTO OUR UPGRADE AVAYA COMMUNICATION SYSTEM VIA A PRI CONNECTION OR MULTIPLE CONNECTIONS. THE PROPOSED SOLUTION MUST BE CAPABLE OF WORKING WITH A MIX OF CELLULAR COMPANIES. CCRI IS SEEKING A VENDOR WHO IS PROFICIENT AND CERTIFIED AS INTEGRATING THE AVAYA COMMUNICATIONS MANAGER SYSTEM WITH THIS TECHNOLOGY IT IS CCRI'S DESIRE TO DEPLOY THE AVAYA UC APPLICATIONS IN A VIRTUAL SERVER ENVIRONMENT SO THAT WE MAY REDUCE EXPENSES AND SIMPLIFY MANAGEMENT. VMWARE IS THE PREFERRED SERVER VIRTUALIZATION TECHNOLOGY. THE VENDOR OF CHOICE SHOULD HAVE EXPERIENCE IN DEPLOYING AVAYA UC APPLICATIONS USING VMWARE AND ALSO IDENTIFY ALL SUPPORT ISSUES IN REGARDS TO THIS TYPE OF DEPLOYMENT.

CCRI HAS DEPLOYED MICROSOFT OCS FOR INSTANT MESSAGING AND PRESENCE CAPABILITIES. WE ARE INTERESTED IN EXPANDING OCS'S CAPABILITIES BY INTEGRATING IT WITH OUR AVAYA CM SYSTEM FOR CLICK TO DIAL AND PRESENCE FUNCTIONALITY. CCRI RECOGNIZES THAT THIS IS A COMPLEX INTEGRATION AND AS SUCH IS LOOKING FOR VENDORS WHO HAVE REAL WORLD EXPERIENCE WITH DEPLOYMENTS OF THIS TYPE. THE RESPONDENT'S LEVEL OF CERTIFICATION WITH MICROSOFT AND AVAYA IS CONSIDERED PARTICULARLY IMPORTANT FOR THIS DEPLOYMENT.

CERTIFICATIONS AND REAL WORLD EXPERIENCES, AS THEY RELATE TO AVAYA, MICROSOFT AND VMWARE, AS WELL AS NOC AND SUPPORT AND DISTRIBUTION CENTER LOCATIONS ARE KEY TO THE SUCCESSFUL RESPONDENT'S SELECTION.

**PURCHASE AND INSTALLATION OF AVAYA CM6.C AND MM  
CONVERSION OF CM1 CENTER STAGE SWITCH TO CM6.X AND MM (AVAYA  
COMMUNICATIONS SOLUTION) TO INCLUDE:**

**AT THE KNIGHT CAMPUS (QUANTITIES AND ITEMS NEEDED):**

1 CM S8700 MULTI CONNECT MODEL UPG PN# 184716  
2 COMPACT FLASH READER W/FLSHCRD RHS PN# 195313  
1 AVAYA AURATM R5 S87XX UPG SW LIC PN# 207944  
1 IM ASA VAM CLIENT CM LIC ADMIN TOOLS PN# 212337  
1 IM R5 NETWORK MGMT ENT FOR ENT ED PN# 212338  
1 CC R5 UPG RFA RELEASE INDICATOR PN# 212486  
1 IP MEDIA PROC CP TN2302AP - NON GSA PN# 224270  
2 IPSI2 CP TN2312BP - NON GSA PN# 224271  
2 C-LAN INTF CP TN799DP - NON GSA PN# 224272  
1 SAL STDALN GATEWAY LIC R1.5 DWNLD PN# 227272  
2505 UCE R5.2+ ONE-X MBL R1/5.X CLIENT /E PN# 228744  
2505 UCE R5.2+ ONE-X COMM R5.X SFTW /E PN# 228745  
2505 UCE R5.2+ ONE-X PORTAL R5.X STD /E PN# 228746  
2505 UCE R5.2+ AE SVCS R5.X UNFD DSKTP /E PN# 228746  
2505 UCE R5.2+ EC500 R8.X SM LIC /E PN# 228932  
2505 UCE R5.2+ IP SOFTPHONE R6.X LIC /E PN# 228933  
2 S8800 SERVER MBT/CM6/SBC PN# 228992  
2505 SM R6.X USER LICENSE W/ENT ED PN# 229410  
20 CC R5 ELITE UPG PER AGT PN# 229558  
2505 UCE R5.2.1 STD/W CMEE 5.2 NEW SEAT  
1 PN# 229762  
2505 AVAYA AURATM R5 EE 1001+ LIC UPPCM PN# 245465  
20 CC R6 ELITE UPG PER AGT PN# 229553  
2505 AVAYA AURATM R6 ENT ED UPG LIC PN# 229583  
1 AVAYA AURATM RFA TO PLDS CONVERSION PN# 231820  
51 AURA R6 SE BNDL CONF UPG LIC PN# 232177  
14 PWR CORD USA PN# 405362641  
1 CABLE GREEN 25 METER PN# 700178056  
1 CABLE RED 25 METER PN# 700178072  
6 G650 MEDIA GATEWAY RHS PN# 700394950  
4 G600/G650 TDM LAN CABLE KIT RHS PN# 700397284  
1 ADMIN TOOLS 5.2 CD PN# 700456270  
1 ENM TOOLS 5.2 CD PN# 700456288  
1 FACILITY TEST CP TN771DP - NON GSA PN# 700463482  
4 BUS TERMINATOR CP AHF110 - NON GSA PN# 700463508  
2 DS1 INTF TN464HP - NON GSA PN# 700466014  
2 AVAYA AURATM R5.2.1 UPG SFTW CD PN# 700476351  
1 S8800 SRVR POWER SUPPLY 675 WATTS PN# 700478308  
2 S8800 SERVER SM R6 PN# 700500023  
1 AES 5.2.2 AURA BNDL MEDIA DVD PN# 700500195  
1 PROGNOSIS VOIP MONITORING R3 CD PN# 700500754  
1 USB MODEM USR5637-OEM 56K ROHS 6 PN# 700464506

**AT NEWPORT CAMPUS (QUANTITIES AND ITEMS NEEDED):**

1 AVAYA AURATM R5 ENT ED S8500 ESS LIC PN# 207936  
2 IPSI2 CP TN2312BP - NON GSA PN# 224271  
1 IP320 MEDIA RESOURC TN2602AP NON GSA PN# 224274  
1 S8800 SERVER CM5.2.1+ PN# 228990 3 PWR CORD USA PN# 405362641  
1 CABLE RED 5 METER CAT 5 RJ45 PN# 700170004  
2 CABLE GREEN 5 METER PN# 700170012  
1 CABLE GREEN 25 METER PN# 700178056  
1 CABLE RED 25 METER PN# 700178072  
2 G650 MEDIA GATEWAY RHS PN# 700394950  
1 G600/G650 TDM LAN CABLE KIT RHS PN# 700397284  
1 FACILITY TEST CP TN771DP - NON GSA PN# 700463482  
2 BUS TERMINATOR CP AHF110 - NON GSA PN# 700463508  
1 PW9130 1500 120V RACK W /SNMP CARD PN# 700465305  
1 AVAYA AURATM R5.2.1 NEW SFTW CD PN# 700476344  
1 USB MODEM USR5637-OEM 56K ROHS 6 PN# 700464506

**AT THE LISTON CAMPUS (QUANTITIES AND ITEMS NEEDED)**

1 AVAYA AURATM R5 G700 LSP UPG LIC PN# 207925  
1 S8300/S8400 CD/DVD ROM DRIVE RHS PN# 700406267  
1 S8300D SERVER - NON GSA PN# 700463532  
1 AVAYA AURATM R5.2.1 UPG SFTW CD PN# 700476351

**MODULAR MESSAGING (QUANTITIES AND ITEMS NEEDED)**

1 MM MODEL PN# 184048  
1 MM SIP ITG 48 CHNL N/ENCRPT N/CARDS PN# 190930  
700 MM R5.X SPEECH TRACKING 1 SEAT NEW PN# 223959  
1 MM R5.X AV STORE SEAT TRACKING PN# 224261  
1 SAL STDALN GATEWAY LIC R1.5 DWNLD PN# 227272  
1 MMR5.2 MAS AP LIC AVSTORE NEW AVSRVR PN# 228140 1 MM R5.2 MSS APP LIC NEW AVAYA SRVR PN# 228141 700 MM R5.2 1 SEAT NEW PN# 228159 1 MM S8800 1U MSS SRVR PN# 229260 1 MM S8800 1U MAS SRVR AVSTR PN# 229261 1 MM R5.X NEW SYSTEM TRACKING PN# 259724 3 PWR CORD USA PN# 405362641 1 TECH LAPTOP LAN X-OVER CBL 10FT PN# 700170053 1 AM MONITOR FLT PNL US W/PWR CRD RHS PN# 700402787 1 AM KEYBOARD US TYPE WITH MOUSE RHS PN# 700403520 1 AM KVM SWITCH 2-PORT /W CABLES RHS PN# 700403785 1 MEDIANT 1000 1 T1/E1 SIP GW SYSTEM PN# 700468739 BCMR-D (QUANTITUES AND ITEMS NEEDED) 1 BCMR DESKTOP MODEL PN# 184765 1 BCMR DESKTOP R2 USB FIVE USER PN# 183317 SAL SERVER (QUANTITUES AND ITEMS NEEDED) 1 ADDITIONAL PRODUCTS CATALOG MODEL PN# 212365 1 S8800 INTGR MGMT LINUX BUNDLE PN# 232310

**SOFTWARE SUPPORT JSD SSU ANNUAL**

**AVAYA HARDWARE MAINTENANCE**

**MAINTENANCE ON EXISTING EQUIPMENT  
TO BE STATED AS COST PER PORT PER MONTH**

**KNIGHT CAMPUS** 1074 PORTS EACH PER MONTH AVAYA S8700 MEDIA SERVER MV V1 TDM (TIME DIVISION MULTIPLEX) PORTS UTILITY # 179234 = 932. ADMINISTERED IP PORTS (150+ 0) UTILITY # 184748 = 150

**FLANAGAN CAMPUS** 584 PORTS EACH PER MONTH AVAYA S8700 MEDIA SERVER MV V1 TDM (TIME DIVISION MULTIPLEX) PORTS UTILITY # 179234 = 584

**NEWPORT CAMPUS**

200 PORTS EACH PER MONTH AVAYA S8700 MEDIA SERVER MV V1 TDM (TIME DIVISION MULTIPLEX) PORTS UTILITY # 179234 = 200

**PROVIDENCE CAMPUS** 56 PORTS EACH PER MONTH AVAYA S8700 MEDIA SERVER MV V1 TDM ( TIME DIVISION MULTIPLEX) PORTS UTILITY # 179234 = 56

**PROVIDENCE CAMPUS**

AVAYA S8700 MEDIA SERVER MV V1 ::R011X.03.0.526.5: UTILITY 189946 TDM (TIME DIVISION MULTIPLEX) UTILITY 179234 = 56 CALLMASTER TERMINALS UTILITY 179455 = 0

**NEWPORT CAMPUS**

AVAYA S8700 MEDIA SERVER MV V1 ::R011X.03.0.526.5: UTILITY 189946 TDM (TIME DIVISION MULTIPLEX) UTILITY 179234 = 200 CALLMASTER TERMINALS UTILITY 179455 = 0

**WARWICK CAMPUS**

AVAYA S8700 MEDIA SERVER MV V1 ::R011X.03.0.526.5: TDM (TIME DIVISION MULTIPLEX) UTILITY 179234 = 932 ADMINISTERED IP PORTS (150 + 0) UTILITY # 184748 = 150 SURVIVABLE REMOTE PROCESSOR UTILITY # 179449 LOCAL SURVIVABLE PROCESSOR UTILITY # 179450 ATM WAN SPARE PROCESSOR UTILITY # 179451 CALLMASTER TERMINALS UTILITY # 179455 IP AGENTS UTILITY # 179456

**LINCOLN CAMPUS**

AVAYA S8700 MEDIA SERVER MV V1 R011X.03.0.526.5: UTILITY 189946 TDM (TIME DIVISION MULTIPLEX) UTILITY 179234 = 584 CALLMASTER TERMINALS UTILITY # 179455

**SECTION 2 – PROPOSAL SUBMISSION**

The Proposal Submission Deadline is expressed on page one of this solicitation. Responses, an original plus 3 copies, should be mailed or hand-delivered in a sealed enveloped marked “**RFP 7449307 Communications Technology Integrator**” to:

**Rhode Island Department of Administration**

Division of Purchases (2<sup>nd</sup> Floor)  
One Capitol Hill  
Providence, RI 02908

NOTE: Proposals received after the above-referenced due date and time will not be considered. 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. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases

## RESPONSE CONTENTS

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P. generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at <http://www.purchasing.ri.gov>.
2. A statement of experience describing the Vendor's background, qualifications, and experience with and for similar projects, and all information described in this solicitation.
3. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at <http://www.purchasing.ri.gov>.
4. A Cost Proposal
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. Please place the CDRom in the proposal marked " Original Response"

Technical Proposal should contain the following sections:

- ***Executive Summary***

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide State evaluators with a broad understanding of the offeror's technical approach and ability.

- ***Offeror's Organization and Staffing***

A description of staffing, including an organizational chart highlighting the persons or units(s) responsible for this project should be demonstrated.

This section shall include identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each, as well as resumes, curricula vitae, or statements of prior experience and qualifications.

- ***Work plan/Approach Proposed***

This section shall describe the offeror's understanding of the State's requirement, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. This section shall include a discussion and justification of the methods proposed for each task identified in the Scope of Work (above), and the technical issues that will or may be confronted at each stage of the project. The work plan description shall include a detailed proposed project schedule by task, a list of tasks, activities and/or milestones that will be employed to administer the project, and the task assignments of staff members and level of effort for each linked to the Cost Proposal.

- ***Previous Experience and Background***

This section shall include the following information:

A comprehensive listing of similar projects undertaken and/or similar clients served, including a brief description of the projects,

A description of the business background of the offeror (and all subcontractors proposed), including a description of their financial position, and

The offeror's status as a Minority Business Enterprise (MBE) certified by the Rhode Island Department of Economic Development, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, call the MBE Officer at (401) 574-8253.

Any other information the Offeror seems relevant to the evaluation process.

Note the **bonding requirements** associated with this solicitation: A bid surety (representing 5% of the total offer) **MUST** be submitted with the original response. A performance bond / labor & payment bond ,in the full amount of the contract, (or an alternate form of guarantee acceptable to the State) will be required before a purchase order is issued.

**Proposal Evaluation Criteria:**

The State will commission a Technical Review Committee which will evaluate and score all proposals using the following criteria.

<b>Vendor Qualification – Technical, Business Expertise &amp; References</b>	<b>25 points</b>
<b>Approach/Plan</b>	<b>25 points</b>
<b>Cost</b>	<b>50 points</b>

The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 and the total points available are fifty (50), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 50 = 32.5 \text{ pts}$$

The top 2 scoring vendors eligible for award **MAY** be required to give an oral presentation of the proposed solution. Vendors will be contacted to make arrangements for times and dates. The selected vendors should expect to conduct one 2 hour session to review their solution and answer any questions regarding their proposal. The Technical Review Committee may revise original scores of the top 2 vendors based on the vendor's oral presentation.

Notwithstanding the above, the State reserves the right not to award this contract, award in whole or in part or on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically and/or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

On the basis of discussions with vendors, a request for Best and Final Offer, which describes the requirements of the procurement in the final form, **MAY** be issued to all vendors still under consideration. Each vendor shall submit a Best and Final Offer, which defines their best price, and other terms, for the procurement. Best and Final Offers shall be evaluated in the same fashion as previously stated.

The State reserves the right to determine priority among services offered and may contract for partial or whole services indicated in all proposals, and award each section to a combination of the vendor's solutions as a partial or whole contract in the best interest of the State of RI. The State also reserves the right not to contract for any/all services indicated here in an initial contract.

The State may, at its sole discretion, request certifications or affirmations, as appropriate.

The Technical Review Committee will present written findings, including the results of all evaluations, and recommendation to award to the Division of Purchases, The Chief of Purchasing, Department of Administration will make the final award. Upon receipt of final approval, a web posting will indicate that a final selection has been made.

### **Section 3: Pricing Proposal**

- 1 **Statement of Costs.** Your response must identify clearly all costs to be incurred by STATE OF RHODE ISLAND arising from the procurement of consulting services
  - a. Outline pricing and fee structure with details for to include: customization of the solution to meet State of Rhode Island's guidelines and procedures, implementation of the solution, initial training of team members, support and maintenance fees, usage fees, licensing fees and travel and expenses.
  - b. Pricing should be all inclusive of all fees & to perform the work outlined in the RFP including but not limited to professional service fees, vendor fees, and travel and expenses.
  - c. The proposal must include all actions requiring system downtime during non-work hours or weekends.
- a. **Warranties**
  - i. **Errors or Defects in the Solution:** In case of any error or defect in the Solution arising from Company's acts or omissions, Company shall promptly cause such error or defect to be corrected at no additional cost to STATE OF RHODE ISLAND. Company shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. STATE OF RHODE ISLAND reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
  - ii. **Work Product:** Company warrants and represents that it has the right to transfer ownership to STATE OF RHODE ISLAND of Company'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. Additionally, your company represents and warrants that for the full duration of any resulting contract, all services provided under any resulting Agreement(s) perform in the manner and functionality as described.
- b. **Indemnification** Your company shall defend, indemnify, and hold harmless STATE OF RHODE ISLAND and each of its employees, partners, affiliates, subsidiaries, and member firms, and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees, and lost executive time) 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 your company to be in breach of the section entitled Infringement;
  - ii. Relating to a breach by your company of any of its other representations, warranties, agreements, or covenants under any resulting contract; or
  - iii. Relating to any act or failure to act by any company personnel while on the premises of STATE OF RHODE ISLAND.
  - iv. STATE OF RHODE ISLAND shall provide to your company 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, your company 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 OF RHODE ISLAND), provided, further, however, that if your company does not, within ten (10) days of receiving such notice from STATE OF RHODE ISLAND, select counsel to defend such claim or action, and such counsel shall be rated AV in the Martindale and Hubbell Law Directory, then STATE OF RHODE ISLAND may through counsel of its choice, select counsel to defend. Each party shall keep the other party fully informed about all material information regarding any claim covered under this

section. During the pendency of any claim against your company or STATE OF RHODE ISLAND, STATE OF RHODE ISLAND may withhold payment of any sums otherwise required to be paid hereunder.

c. **Confidentiality**

i. **Definition.** Confidential Information shall mean the proprietary and confidential information of either party, which shall include, without limiting the generality of the foregoing, this RFP, any and all data collected, any resulting contract from this RFP, and all other information, know how, marketing and development plan, techniques and materials, State of Rhode Island names, STATE OF RHODE ISLAND employee names and other information related to STATE OF RHODE ISLAND personnel, State of Rhode Islands, price lists, STATE OF RHODE ISLAND service plans, guidelines and financial information, and methodologies and tools, which are not generally known to the public. 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; or
- d. Was previously known by the receiving party.

d. **Nonperformance** In the event of any resulting contract, your company will be bound by the following terms relative to nonperformance:

i. Your company shall correct all nonperformance upon verbal notification by STATE OF RHODE ISLAND.

ii. If your company is not responsive to the verbal notification, STATE OF RHODE ISLAND shall correct the nonperformance by using another company, or by any means it deems necessary and reasonable.

iii. In the event of nonperformance of your company's response time obligations as committed to, STATE OF RHODE ISLAND shall, at its option, take any one of the following actions:

- a. Obtain a one hundred percent (100%) credit against charges relative to said incidence of nonperformance;
- b. retain another company to remedy the nonperformance; and
- c. Terminate the contract for failure to meet response time obligations on three (3) consecutive occasions or two (2) or more times in any given month.

iv. In any event of nonperformance, STATE OF RHODE ISLAND may terminate the contract upon written notification to your company.

v. Your company shall be considered in default of any resulting contract as aforementioned, or if there is any evidence of negligence regarding any aspect of the execution of the work to be performed. Your company shall be considered in default if any provision of this RFP or any resulting contract is not satisfied.

vi. In the event of termination for default, STATE OF RHODE ISLAND shall have against your company all remedies provided by law and equity.

e. **Right Of Termination** In the event of any contract resulting from this RFP, STATE OF RHODE ISLAND reserves the right to terminate the resulting contract, rental or lease of equipment, service, maintenance, or support arising from such resulting contract, at any time with or without cause, upon thirty (30) days' written notice, and seek a pro rata reimbursement for unperformed future services.

- f. **Assignment** Your Company shall not delegate or assign, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of STATE OF RHODE ISLAND.
- i. Upon STATE OF RHODE ISLAND'S consent to the foregoing, your company warrants that all said successors shall comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by your company. Furthermore, your company warrants that as a condition to any of the foregoing, your company shall covenant with each successor in writing that said successor shall be liable for any and all obligations arising from any resulting contract and for any non-waivable breach committed by your company in the past.
  - ii. At STATE OF RHODE ISLAND'S option, any such delegation, or assignment made without STATE OF RHODE ISLAND'S written consent shall relieve STATE OF RHODE ISLAND of its obligations arising as a result of a contract between STATE OF RHODE ISLAND and your company.
- g. **Right Of Refusal** Your proposal shall be submitted as response to this RFP that sets forth the proposed terms and conditions to be included in any resulting contract. Regardless of the outcome of the evaluation, STATE OF RHODE ISLAND shall not be under any obligation to contract for a Solution from you or any other company who has submitted a proposal.
- i. STATE OF RHODE ISLAND reserves the right to reject any and all proposals that are not in accordance with its goals, interests or in conformity with the instructions found herein. Even if all the requirements are met, STATE OF RHODE ISLAND reserves the right to reject your proposal, or that of any other company who has submitted a proposal.
  - ii. Proposals shall be evaluated based upon discounted rates, fees, quality of Services solution, responsiveness to the RFP, your company's qualifications, and experience. The company to be selected will, in the sole opinion of STATE OF RHODE ISLAND, best fulfill the requirements of this RFP.
  - iii. STATE OF RHODE ISLAND may, during the course of the evaluation, enter into negotiations with more than one (1) company simultaneously.
  - iv. Please note, no party will be permitted to submit a "re-bid". All responses to this RFP shall be considered final.

**END**