



State of Rhode Island
Department of Administration / Division of Purchases
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ADDENDUM # 1

RFP# 7551120

TITLE: Electronic Procurement Software Solution

Submission Deadline: December 8, 2016 at 02:00 PM (Eastern Time)

NOTICE TO VENDORS:

Appendix D- Services Agreement has been added to the solicitation and is attached below.

Sharon Louro
Buyer I



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION



Solicitation Information
November 7, 2016

RFP# 7551120

TITLE: Electronic Procurement Software Solution

Submission Deadline: December 8, 2016 at 02:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: YES
MANDATORY: NO, however strongly recommended

DATE: Tuesday, November 15, 2016, 11:00 AM – 12:00 PM ET

LOCATION: Vendors can attend the pre-bid/proposal conference either in person or dial in on our conference line.

- 1. In Person:** Department of Administration, Conference Room B, One Capitol Hill, 2nd Floor, Providence, Rhode Island
- 2. Call-in Conference Line:** 866-919-6470 / Code: 71144275

Questions concerning this solicitation must be received by the Division of Purchases at DOA.PurQuestions9@purchasing.ri.gov no later than **November 18, 2016 at 12:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFP# 7551120** on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

Sharon Louro, Buyer I

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

Note to Applicants:

Proposals received without the entire completed Rhode Island Vendor Information Program ("RIVIP") generated Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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Attachments:

Exhibit 1: System Technical and Functional Requirements Workbook

Exhibit 2: Cost and Financing Proposal Workbook

Exhibit 3: Roles and Responsibilities Workbook

SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, the behalf of the State of Rhode Island, its agencies, quasi-public agencies, institutions of higher education and municipalities, is soliciting proposals from qualified firms to provide and implement a web-based software System for Electronic Procurement to increase efficiencies in the statewide procurement process, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract period will begin approximately February 1, 2017 for five (5) years. The contract may be renewed for up to three (3) additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

A. Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent. The State can opt to extend this term at its discretion.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

6. 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. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted to the State through this RFP that a vendor believes is trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the State may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (R. I. Gen. Laws § 28-5.1-1, *et seq.*) – § 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 to all areas where State dollars are spent, in employment, public services, 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 e-mail at Raymond.Lambert@doa.ri.gov.

13. In accordance with R. I. Gen. Laws § 7-1.2-1, *et seq.*, no foreign corporation, a corporation without a Rhode Island business address, 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 Department of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.

B. Definitions

For the purposes of this RFP, the following is list of common terms and their definitions:

- a) *APA* – Agency Price Agreement, similar to a Master Price Agreement however it use is restricted to a specific agency's use.
- b) *APRA* – Access to Public Record Act
- c) *API* - Application Program Interface
- d) *Bid Responses for Public Works website* – This website post public copies of any public works projects which a post as the bids are opened (http://www.admin.ri.gov/bid_response/verify.php)
- e) *Business Hours* – The State's business hours are Monday - Friday 8:30 AM EST – 4:00 PM EST, except on State recognized holidays. State calendars will be posted on the Division of Human Resources' website at <http://www.hr.ri.gov>.
- f) *Co-Op* – Cooperative opportunity solicitation with another State or national organization.
- g) *COTS* - commercial off-the-shelf software solution.

h) *CR* – Continuous Recruitment. Similar to an MPA however allows for new vendors to submit proposals to become an approved vendor during defined intervals during the CR term vs. having to wait until a contract concludes and is re-bid.

i) *DoIT* – The State’s Division of Information Technology

j) *DOP Website* – Division of Purchases internet website, <http://www.purchasing.ri.gov/>.

k) *Entities*:

i. *State Entity* - Any entity that is directly considered to be a part of the State of Rhode Island umbrella and is subject the Rhode Island General Laws. (e.g., state agencies and state run schools). A list of agencies can be found at <http://www.ri.gov/index.php#>.

ii. *Member Entity* - or any term referring to an entity that is related to the State of Rhode Island and can participate in procurement from the resulting Contract per R.I. Gen. Laws § 37-2-56 (e.g., quasi-public agencies, institutes of higher education, municipalities). There are 59+/- entities and can be found at <http://www.ri.gov/index.php#>.

l) *ERP* – Enterprise Resource Planning software System (e.g., RIFANS)

m) *Fiscal Year* - State of Rhode Island’s fiscal year is defined as July 1 through June 30. Quarterly and annual reporting will be based off of this schedule.

n) *MBE/WBE* – Minority Business Enterprise/Woman Business Enterprise

o) *MPA* - Master Price Agreement. MPAs cover requirements for broad categories of items for a period of time on a State-wide basis. State and Quasi-Public Agencies order their requirements for these items individually, as the need arises. State law permits municipalities and school districts to "piggy-back" the state's pricing contracts as well. MPAs are originated through the RFP or RFQ process.

p) *Off Hours, Non-Peak Hours, Non-Working Hours* – for scheduling of routine System maintenance, off hours are 4:01 PM EST – 8:29 AM EST Monday through Friday. Saturdays and Sundays are also considered off-hours however if the resources from the State are required to be available for a particular task, this will need to be scheduled in advance and per mutual agreement between the Vendor and State. There will be NO off hours during a state of emergency (e.g., significant weather event).

q) *PII* - Personally Identifiable Information. Any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, date and place of birth, mother’s maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. (Defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments").

r) *PHI* - Protected Health Information. Defined in 45 CFR 160.103, as well as being referenced in Section 13400 of Subtitle D ('Privacy') of the HITECH Act, as follows:

“Protected health information means individually identifiable health information:

- a. Transmitted by electronic media;
- b. Maintained in electronic media; or
- c. Transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in:

- d. Education records covered by the Family Educational Rights and Privacy Act;

- e. Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and
- f. Employment records held by a covered entity in its role as employer.
- s) *R.I. Gen. Laws* - Rhode Island General Laws.
- t) *RIDOT* – Rhode Island Department of Transportation.
- u) *RFI* - Request for Information.
- v) *RFP* - Request for Proposal.
- w) *RFQ* - Request for Quote.
- x) *RIFANS* – Rhode Island Financial Accounting Network System. This is an Oracle based ERP System managing the accounting software needs for the State. Includes the modules of Accounts Payables, Accounts Receivables, General Ledger, Purchase Order, iSupplier, iProcurement, Sourcing and Fixed Assets. The State is on Version Linux 12.1.3 of Oracle.
- y) *RIPAY*– Rhode Island Payment Information System. This is an online System vendors can track the status of their invoice payments with the State Agencies. (<http://www.ripay.ri.gov/default.aspx>)
- z) *RIVIP* – Rhode Island Vendor Information Program. This is a customized intranet site in use to manage vendor profiles as well as an interface to the Division of Purchases’ website for Vendors to view and monitor solicitations. It is intended that this software would be replaced with the potential Electronic Procurement Software Solution. (<http://www.purchasing.ri.gov/vendors/VendorLogin.aspx>)
- aa) *SaaS* - Software as a Service.
- bb) *SI* - Sensitive Information. Information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information").
- cc) *State of Rhode Island, State* - terms referencing the State of Rhode Island as a purchasing entity setting forth terms for this RFP and resulting MPA(s), Contract(s), Purchase Order(s), etc. All activities are subject to the Rhode Island General Laws.
- dd) *System, Solution* –Bidder’s proposed Electronic Procurement Software Solution (uses an uppercase leading character). The term ‘system’ in all lowercase is the generic use that applies to any type of software system (e.g., RIFANS system) that is not the Bidder’s proposed Electronic Procurement Software Solution.
- ee) *Transparency.ri.gov* – State website in which any contract awarded for \$1,000,000 or greater has to be posted to the “contract” section of the website with copies of the full purchase order, fully executed agreement/contract and any additional documents as required (<http://www.transparency.ri.gov/contracts/>) for public access.
- ff) *Vendor, Bidder, Offeror, Contractor, Company, Applicant* - or any other term referring to the entity that will propose goods and services to the State.

SECTION 2. BACKGROUND

The State of Rhode Island is soliciting proposals from qualified firms to provide an Electronic Procurement Software Solution (“System”) that will drive greater process efficiencies throughout the State’s purchasing process by eliminating redundant software applications in use, integrating with RIFANS System and related websites, creating savings in processing timeframes and improve agency/vendor interactions with use of the Electronic Procurement Software Solution. The State is also looking to provide an overall improved procurement process for all State of Rhode Island agencies, quasi-public agencies, institutions of higher education and municipalities with implementation of an Electronic Procurement Software Solution. The State will be providing access and use of the Electronic Procurement Software Solution to Member Entities as designed by the State and Vendor. Member Entity participation will be voluntary, but will be strongly encouraged by the State to assist in capturing improved spend data to use on future statewide procurements. The State envisions the ability for the Vendor to coordinate independently with Member Entities looking for additional services such as integration into their financial Systems and/or additional functionality. Currently the State and Vendors interact with multiple Systems for the full procurement process of which the State is looking to streamline with an Electronic Procurement Software Solution. The following are the main software Systems and websites the State uses on a daily basis as part of the current procurement process:

Table 1.

Software Systems/Websites			
Website Name	Website Address	Internal or External	Function
Division of Purchases	http://www.purchasing.ri.gov/	External, Read-Only	Solicitation Viewing, Informational website, MPA awards
RIFANS	Internal site with limited vendor access	Internal	Financial transactions, solicitation and vendor management
RIFANS	Interactive Vendor iSupplier Portal (website with login provided with approved registration)	Limited External - Interactive	Vendor management: profile maintenance, invoice submission, payment tracking, solicitation notifications
Transparency Portal	http://www.transparency.ri.gov/contracts/	External, Read-Only	Public access website for solicitations >/= \$1,000,000.00
Public Works Bid Posting Site	http://www.admin.ri.gov/bid_response/verify.php	External, Read-Only	Public access website for posting of Public Works proposals
RIPAY	http://www.ripay.ri.gov/default.aspx	External, Read-Only	Public access website for vendor payment statuses
RIVIP	Internal site	Internal	Solicitation postings

RIVIP (Vendor Access side)	http://www.purchasing.ri.gov/vendors/VendorLogin.aspx	Limited External - Interactive	Vendor soft registration for solicitation access upon entering minimal information
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RIFANS is the State’s Oracle based ERP System. However it is not an outward facing System, which in turn creates the need for supporting outward facing software solutions. Access to RIFANS is primarily internal to State users to process requisitions for solicitations, requisitions against purchase orders and finance transactions. Vendors are able to request an ‘iSupplier’ vendor account which allows them access to submit invoices, review payment history and receive solicitation notifications. However vendors have to manually submit a ‘RIFANS Supplier Portal Package,’ which can take a minimum of 8 days to process as the State reviews and approves the paperwork. Once a vendor is granted an ‘iSupplier’ account in the RIFANS System, a vendor will receive automated solicitation notifications based on the commodity codes they select for their account. In addition, the solicitations are posted in a secondary outward facing System, Purchases’ website that allows for the required transparency and public access per State regulations.

The RIVIP System is connected to the Division of Purchases website and allows for the actual posting of solicitation documents and easily accessible viewing of all postings for the public and vendors. The RIVIP System also includes vendor registration, however this is a limited version that grants immediate access to Vendors upon submission of minimal information and without an approval process. A Vendor can connect commodity codes to their RIVIP account of which the RIVIP system has “watch list” capabilities for vendors where they can login and view active solicitations assigned to their applicable commodity codes. RIVIP does not generate any notification of posting to vendors. Consequently, many Vendors are maintaining two accounts between the RIVIP and RIFANS Systems to navigate the State’s full procurement process.

The Division of Purchases navigates both Systems daily in an effort to post all available solicitations, notify vendors and ensure the process is transparent to the public. The process starts with an Agency creating a requisition for solicitation in the RIFANS System which feeds the RIFANS sourcing module. In turn, a Buyer will upload the solicitation and notify vendors associated to the requisition’s commodity code using both the RIFANS and RIVIP. Due to the duplication of Systems, the Buyer has two different vendor notification lists to coordinate as the lists differ between the Systems. The RIFANS vendors will be automatically notified based on the vendor’s selected commodity codes, however the RIVIP System requires the Buyer to manually download the list and email and/or mail a manually generated notification. This multi System process can lead inadvertently to confusion in the vendor community as well as the potential for missed notifications.

Oracle does have the full ability to receive and distribute electronic bids. While there is functionality, there is no true external vendor registration process in the ERP System which makes it difficult for vendors not previously registered in RIFANS to submit a timely bid ('iSupplier' registration is a manual, minimum of 8 days approval process). Since it is in the best interest of the State to ensure all interested vendors can submit timely bids, the State directs all vendors to the Division of Purchases' website to login into the outward facing RIVIP System. In turn, the collection of submitted bids is currently a manual, paper-based process.

Proposals are received either by mail or hand delivered to the Division of Purchases, proposals are then stored in file cabinets until the designated opening time and the opening process is manual as physical documents are opened accordingly and bids are tabulated by paper to be uploaded after the opening. Thereafter the RFP hard copy proposals are circulated to a designated review committee and a representative of that committee is requested to retrieve the documents at the Division of Purchases. Once a vendor(s) is selected for award, the notification process is outside both Systems as the Buyer emails the applicable parties directly. The Vendor is requested to submit any additional required documentation per the solicitation such as an insurance certificate, bond, etc., as well as certification review for EEO and MBE/WBE. This documentation is manually reviewed, approved, collected and stored in the solicitation's folder with the respective Agency required to ensure this documentation is kept current during the contract term.

In an effort to support an overall statewide procurement process and make as many solicitations available to vendors as possible, Member Entities also have access to posting their solicitations on the State's RIVIP System with their solicitations viewable on the Division of Purchases website however they have their own processes and ERP Systems surrounding use of RIVIP. Member Entities are strongly encouraged to use the State's System however use is not mandatory.

In addition to RIFANS and RIVIP, the State is also required to post any award over \$1,000,000 that results from a bid solicitation to the State's Transparency Portal for public access. This is a manual duplicative processes of re-uploading contract documentation already posted to the Division of Purchases site via RIVIP. There is also a site that requires Public Works proposals to be posted and overall bid proposal pricing made public upon opening, which includes the designated documentation provided in the Vendor's public copy version of their proposal. The State also maintains the RIPAY site, so awarded vendors and the public can track their payments. Awards posted in RIFANS are manually uploaded and data entered into the RIVIP for reporting of MPAs on the Purchases' website.

The State's goal is to streamline this process with an Electronic Procurement Software Solution which would complement the RIFANS System while absorbing and eliminating the duplicative RIVIP and other software Systems functionality and

providing a more electronic procurement process. The State will have RIFANS remain as its primary financial System with the Electronic Procurement Software Solution acting as a complimentary, integrated software System to support the envisioned efficiencies for the procurement process. The State intends to initiate solicitations through the System with a requisition and any applicable documents attached to the file. The Buyer would then manage the solicitation lifecycle electronically through the Electronic Procurement Software Solution. The State is looking for the Electronic Procurement Software Solution to interface with RIFANS to sync key information such as the fields on a vendor profile and also link with the Division of Purchases website, reporting of awards, Transparency Portal, Public Works Portal and potentially other Systems and/or websites.

Once a contract is awarded, the System would continue to manage the contract side of the process to include vendor punch out catalogs, purchase orders and invoicing. The State envisions providing Member Entities with access to the Electronic Procurement Software Solution as the State intends to continue to support an overall statewide procurement process. Punch-out catalogs with related reporting will be a significant benefit to the State as it will allow for full spend tracking from State and Member Entities, a capability which the State does not currently have without significant effort or reliance on vendor reports. Ultimately, capturing the full statewide spend data will allow for better pricing on solicitations. Throughout the project lifecycle, the vendor payment schedule must remain timely.

The State has 42 purchasing users and 490 iprocurement users in the RIFANS system. In terms of suppliers with the State; 6,700 RIVIP users have logged into the system within in the last year. The State has an average of 1,270 active multi-year contracts per year over the last 10 years, this includes contracts awarded to multiple vendors and would be about 724 contracts if we remove multiple vendors. The State holds an average of 800 solicitations/bids annually including cancelled solicitations/bids. The State's volume of catalog transactions are 420,000 lines over last 10 years and 136,000 releases over last 10 years. These figures with the new System will increase as we open the process up to Member Entities. The final number of users will be refined in the project assessment and solution design with the awarded vendor.

The State is looking for a vendor to provide a System that will employ robust electronic procurement functionality utilizing industry and company best practices for a complete procure to pay solution in a public sector environment.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

This section contains the detailed scope of work, business requirements and technical requirements for the E-Procurement RFP. The bidders should propose to meet the State's needs and requirements as defined in this RFP.

A. Proposed Contract Term

The award(s) will be for five (5) years, the contract commencing on approximately February 1, 2017, with the potential for three (3) one-year extensions at the sole option of the State.

Table 2.

Period	Start Date	End Date
Initial Period of Performance	February 1, 2017	January 31, 2022
Renewal Period #1	February 1, 2022	January 31, 2023
Renewal Period #2	February 1, 2023	January 31, 2024
Renewal Period #3	February 1, 2024	January 31, 2025

B. Software Functionality

The state is envisioning a System that would provide a full procurement process that would encompass vendor, solicitation & contract management, strategic sourcing, vendor catalogs, reporting while being integrated with RIFANS at designated strategic points where data transfer is optimal. All aspects of the system are expected to have a robust search feature so vendors, solicitations, date, etc. can be found easily. The following are areas of functionality the State envisions the System would provide, however not limited to.

1. Vendor and Subcontractor Management

The State is envisioning the System to provide robust vendor and subcontractor profile management. The System would permit a vendor to do a soft registration process with basic profile information that would provide them an account to view and download bids within minutes and available 24/7/365 without any State approvals. If a vendor is awarded a contract, the soft registration would be expanded upon for a full registration that would incorporate more detailed data from the vendor as well as have the ability for the State and Vendor to upload documents (e.g., insurance certificates, MBE application) to their profile. The full registration process would include any certification processes (e.g., MBE/WBE, EEO) and the ability for designate State Agent(s) to approve or deny fields/documents/certifications with a notes field to elaborate any decisions. The Vendor would also have the ability to self-manage their account to add/delete users within their organizations with the goal of providing less overall accounts for the State to maintain as well as reduce help desk request to the State (e.g., reset passwords).

The State currently uses the NIGP commodity codes for all actions related to a solicitation and in turn require this same list be provided to vendors to associate the applicable codes to their profiles for automated vendor email notifications to the main vendor administrator contact and any additional vendor user accounts. The System should provide functionality that sends either automated or manual email notifications to vendors on solicitation posting, addenda, notice of award, a certification status, expiring documents, requests from a

Buyer/State Agent. The vendor master profile should be highly configurable from the field name, location, field type (e.g., fill-in, drop down box), and document link/attachment attached to a related field by the State and reports can be generated using any field in the System.

The System should have functionality to manage vendor performance that allows the State and Vendor to understand their standing with the State. State Users should be able to file complaints through the System with the ability for the Vendor to respond accordingly and State to make a determination on the outcome. In the event of suspension and/or debarment, the vendor profile is able to be restricted from allowing a vendor to bid on any current and/or future solicitations for either a determined period of time or permanently. Through any stage of a complaint, suspension or disbarment, the System should permit documentation to be uploaded from either party as well as areas where internal and external notes can be added for the record. The State would like to see functionality to for the ability to score a vendor for potential future consideration.

The vendor profile would have links to any pending, current or past award(s) a vendor has. If The State is looking for System vendor to propose a process that connects a prime vendor and applicable subcontractor(s) either on the vendor profile level or award level or other. In turn, the subcontractor will need to be provided with functionality to confirm payment received from the prime contractor/vendor to include the ability to upload proof of payment document(s).

2. Strategic Sourcing

The State is envisioning the System to provide strategic sourcing that supports the State in modernizing its procurement soliciting practices as well as drive efficiencies in transferring most of the current hybrid paper/electronic processes to an electronic state.

The System should provide the ability to post the various different types of solicitation currently utilize by the State of RFPs, RFQs, RFIs, CRs, Mini Bids, Single/Sole Sources, Reverse Auctions, Co-Ops, MPAs, APAs and requisition direct to Purchase Order as well as the ability to engage any new solicitation type in the future. The solicitation profile must be highly configurable to track all required details. Internally the System would have solicitation profile that a Buyer can manage all facets of the solicitation lifecycle from requisition to contract. The agency would be able to submit a requisition to bid with drafted solicitation attachment that would first go through their assigned agency approval hierarchy, then once approved, it would reach an assigned manager in Purchases to assign a Buyer. The System would create the initial solicitation profile for the Buyer to elaborate upon. The solicitation profile would

allow documents with no file size limitations to be uploaded and the ability to make those documents internal and/or public. Any documents made public should be available to be downloaded in a timely fashion. Vendor should provide performance information so the state can evaluate the download speeds (not factoring in the State or Member Entity or Vendor's connection). If a solicitation has any mandatory qualifications in order for a vendor to bid, it is preferable for the System to provide the Buyer the ability to set up a questionnaire that a vendor is required to complete before being able to bid. During the solicitation posting, the System would be able to link the applicable vendors to the solicitation based on the solicitation's commodity code for automated email notification of the posting and also have the ability for the Buyer to add any new suppliers. On the supplier email notification list, the vendor's status would be next to their contact email, so if there is a debarred or suspended vendor, the System would signal the Buyer to review those vendors before sending posting notifications.

Once a solicitation is posted, it would be accessible on a public webpage on the Division of Purchases website for 24/7/365 viewing with search capabilities on solicitation number, solicitation type, commodity code, keywords, buyer, date, status, etc. Similar search capabilities should be available internally within the system for vendor profiles, solicitations, administrative functions, reports, etc. for all users. Any addenda would follow the same process as the posting with email notification sent to the suppliers associated to the solicitation at time of the original posting. Questions and Answer period would be maintained within the System. As vendors submit questions, they can either be stored awaiting responses after the designated due date or an option to answer in real time up until the due date. The final question and answer would have to be available for the solicitation lifecycle for the record. A Buyer would have the ability to maintain the solicitation profile as needed and make changes with ease (e.g., opening date extensions.) The System would automatically manage the solicitation status based on set milestones or Buyer can override as needed.

Vendors will be directed to submit their proposal/bids electronically by uploading their required documents to the system. There should be no file size limitations on the document for upload and the System server(s) should provide speeds to allow a timely uploads of documents. (not factoring in the vendor's connection). Vendor to provide expected performance metrics on system uploads. Please explain if there are any limits on the number of files to upload. In the event the Division of Purchases receives a paper proposal/bid, the Buyer would have an option to either enter a surrogate quote or upload proposal documents accordingly on behalf of the vendor. Proposals would remain in a sealed status of which no one would be able to view the file(s) until only the assigned Buyer (or

Purchasing Agent) determines to open the selected file(s). The assigned Buyer would have the ability to open some files (e.g., technical proposal) while other file(s) remained sealed until a later date (e.g., cost proposal). Any opened file will have the ability to be shared with assigned Review Committee members electronically (without a Review Committee member requiring a user account) and also have the ability to designate the file(s) as internal or public. The System must accommodate a multi-phase solicitation all contained within the same bid number (e.g., Phase 1 – Technical Proposal to qualify a group of vendor, Addendum issued of approved vendors to submit a Phase 2 -Cost proposal, each phase with its own timeline).

The review scoring of a proposal can be done electronically with all of the review committee members with a determination memos as the resulting documents of record. There may be a multi-stage scoring process for a solicitation and the System should be able to accommodate a multi-stage review/scoring process. In the event of RFQ bids where the vendors are submitting pricing on a line item basis, the System should provide a configurable format and automated bid tabulation process of which a Buyer can review easily at opening and award accordingly.

The System is also expected to support Continuous Recruitment solicitations where a proposal submissions are accepted on a regular basis over the course of the life of the contract period. The System would be able to keep the posting period open to a specified timeframe and notify the Buyer of any new submissions to coordinate with the Review Committee on.

For applicable solicitations, a reverse auction feature should be available for vendors to upload their initial bids. Then once the reverse auction is set to start, vendors can revise their bids accordingly. The System must be able to manage the bidding process and its timing and thoroughly document and audit trail behind the scenes. The System would provide generic views that only show a generic representation of the vendor names and their ranking in the auction standings. The internal view would provide more detail such as a running total on savings being generated from the initial bid to the current auction bid on each vendor. The System should allow the Buyer the ability to configure the auction, such as bid intervals. At the end of the auction, a detailed report should be available and linked to the solicitation process, detailing the award vendor, savings and bid history. System should also provide a tradition reverse auction that does display pricing.

Once a vendor(s) is selected for award, the System would notify the applicable vendor(s) of their tentative award with the required information to complete their profile (e.g., insurance certificate), any certifications that would need to apply for (e.g., MBE/WBE) and who to

coordinate contract negotiations with. Contract versioning should be allowed to occur within the System as negotiations are underway between the Vendor and the State with each party having the ability to edit and provide commentary. Document versioning should be available to other facets of the System as well (e.g., solicitation, purchase orders, change orders, vendor management, etc.) The System should have the capability to manage any certification process from submission to review to final determination (e.g., MBE/WBE) with final determinations associated to the solicitation and/or vendor profiles. Once the award is finalized, the Vendor would be notified via email with an attached Purchase Order (converted from the solicitation results) and vendor who did not receive an award would also receive a courtesy email notification. The award would then be linked to the vendor's profile. The State envisions making as much of the overall solicitation, minus any proprietary and/or confidential information, made available for public viewing upon award finalization and accessible on a webpage on the Division of Purchases' website.

The System should have the capability to proactively notify Buyers and/or Purchases' management of any purchase orders coming up for renewal or expiration either through a dashboard and/or email notification. If a document is updated to reflect a renewal or extension, the System should allow a buyer to update and post amended documents (e.g., purchase order, user guide) with ease. For any contracts that are used by multiple entities, such as MPAs and CRs, the System will need to provide the ability for posting of a User Guide that would provide concise direction on use of the contract between user entities and vendors. If a contract has any spend thresholds, the System would have the ability for the Buyer to set the threshold, then track and proactively notify the Buyer of record proactively to review. If the overall contract spend is within a determined percentage/dollar value, the System would proactively alert the Buyer to review.

The System should be able to accommodate the bid protest process on the solicitation profile when a vendor submits a bid protest per regulations to the Chief Purchasing Agent and Legal. While the Buyer of record is notified that a bid protest is under review, the Buyer should be able to internally flag the solicitation of an active bid protest. Once a determination is made, the results would be posted on the solicitation with the ability to make public, as needed.

Member Entities will be encouraged to use the System for their solicitation and contract management as well. The System would have a field on the solicitation profile that would designate it as a State or Member Entity bid so the soliciting entity is clearly identified to vendors and the public as a Member Entity's review process can vary.

3. Reporting

The State envisions the reporting capabilities of the System to be a hybrid of standard reports and State configured reports. The standard reports would be vendor supplied as part of the System that capture the most common report requests with use of the System. In addition to the standard reports, users can configure additional reports as needed. Any report should have permission settings that allow flexibility in either making a report available to all users or to a select group of users. Any report should also have the ability to restrict editing to selected users. Reports should have the ability to export into another program for further editing (e.g., Microsoft Excel and Word, Adobe PDF). The System should have a feature for users to set regularly produced reports to be scheduled automatically and have the System send all assigned users an email notice once the report is available for viewing. Reports should be able to run on any field in the System, including any State configured or custom field. Users should be allowed to generate any reports for their own use, save these reports to either personal folder on their user profile or share these reports with other users or folders in the System that their account permissions permit them access to. The State is looking for the vendor to provide reasonable storage capacity for store reports.

In the event a report needs to be made public, the System should have the ability to post or link to a designated State webpage for public viewing. Any report to be made public should have the ability to add an approval structure to ensure designated users review the report for accuracy before posting. Reports should be able to run on any field in the system and on any applicable data behind the scenes (e.g., time from requisition to posting, what time did a vendor view and/or download a bid). Reports can also be run using specified timeframes (e.g., requisitions per buyer for the month of June 2016)

The System should also provide the capability to display key report and/or metrics information as a dashboard within the system. Each user should see management developed dashboards as well as their own configured dashboards upon logging into the System on the home screen. This would provide at-a-glance insight on outstanding, current and future key items as it relates to their role. As an example, as a Buyer logs in, they would see dashboards on the status of the current solicitation postings, requisitions, pending awards and contracts expiring in the near future. Dashboards would use a variety of industry standard graphics (e.g., fuel gauge with red-yellow-green color scheme, pie charts, line charts, bar graphs, etc.). Management can set standard dashboards for all users viewable in the reports section of the software and specific dashboards can be added to a user's home screen so the various metrics set for each agency/user can be presented accordingly to assist in achieving assigned agency/user goals.

4. User Accounts and Additional Functionality(s) for Member Entities

The State envisions the System would provide a variety of user account types from full access for system administrators to a tiered structure of limited access depending on the user's role. The State would coordinate and develop the user account structure with the vendor as part of the Project Assessment and Solution Design stage of the project. For some processes, an approval hierarchy of assigned users would need to be included based on the user initialing the process and the process itself (e.g., requisition to initiate a bid: an agency will have several assigned personnel that approves the request including budget before it is released to Purchases to begin the posting process). User accounts, based on set permissions, should have the ability to share documents (e.g., technical proposal for review) with another user and also to an approved state employee that does not have a user account.

Since both State and Member entities will be in the System, user accounts should have a way to designate what entity they are with. Potentially the State may want to refine the user's identity to specific state agency, quasi-public agency, institutions of higher education, municipality. For any System notices, such as an upcoming upgrade, System administrator accounts should have the ability to send an email blast or notice on home screens to all or select user groups.

Member Entities will be encouraged to use the System and in turn, the State will permit user accounts accordingly and access to the System as the State has designed with the Vendor. As part of the Project Assessment and Solution Design stage of the project, as well as other phases, the State will be engaging some Member Entities to assist in refining the System design. The System will be tying into State's financial system, RIFANs and any other applicable State websites. If a Member Entity is also looking for tie-in to their financial system and/or website(s), the Member Entity would work directly with the vendor to review the scope and quote for the service and if agreeable, enter into a separate agreement with the vendor. If a Member Entity is seeking additional functionality of the System that is available, the Member Entity would submit a request to the State for consideration to incorporate.

5. Vendor Catalog, Purchase Orders and Invoicing

The State envisions the Vendor Catalog Integration into the System. If a vendor had a website available, the System should be able to integrate with the vendor's website and allow purchasing from it through the System interface. In the event a vendor does not have a website or has an incompatible website, the System would permit select users to convert a contract's line items either by upload of a spreadsheet or manually input the line items or other method. After a transaction are complete, the System would integrate the purchases to the State's RIFANS ERP system. Catalogs should be easily searchable with search parameters on item name, key words, SKU number, manufacturer, part number, etc. A

user's shopping experience should be user friendly and utilizing a shopping cart and checkout process to complete an order similar to most national retailer websites. The State should be able restrict use of catalogs as contracts mandate to select users. Once purchases are made, the State should be able to run a spend report on State and Member entities in real-time on any given contract or on all activity. If vendor is not able to provide data in real time, please explain the delay and when state should expect to see the new data in their system.

Once an award is made the buyer and/or Purchases support staff with approval would issue a Purchase Order through the System that would be emailed to the vendor to engage in work and associated to the solicitation profile. The Purchase order must be have a flexible process to accommodate change orders and potentially any fiscal year end processes. Users should be able to submit a change order with upload of any supporting document(s) to the Purchase Order with notification to the assigned buyer to review and put through a defined approval process. Once an item has been purchased and delivered to the agency, the agency should collect the delivery receipt an upload to the system again the related purchase order. The system would verify if the delivery receipt matches the purchase order and if it does not, the System would notify the user to review and either rectify the discrepancy with the vendor or the purchase order. Then a vendor would upload their invoice to the applicable PO and the System would verify it matches the applicable purchase order and associate delivery receipt. If it does not match, the System would notify the user to review and either rectify. If a three-way match is made, the System would transmit to the RIFANS system the invoice for payment. Vendors will be instructed to submit their invoices electronically through the System however if a paper invoice is received, the System should allow a user to upload on behalf of the vendor. Once paid in the RIFANS system, the System would acquire payment information from RIFANS and associate to the purchase order. A vendor's payment history would be viewable on the vendor's profile in addition to being associated to the purchase order. The State's is looking for the System to replace the RIPAY site which posts vendor payments for public viewing with a functionality and/or process from the System. The State is willing to consider a best approach with the awarded vendor however an approach(s) must be defined in the vendor's technical proposal.

6. Audit Trail and History

The System will be required to track all user and vendor activity throughout the System and run related reports on any activity. This will be key to have audit trails throughout the System that would allow for key insight that could impact a determination. As an example, all bid submissions must be time stamped as Purchases has a regulation of no late bids. If a vendor submits a bid protest, Purchases will need to see the time history on when that vendor

downloaded the solicitation and when they submitted. The System should also track the history of steps throughout the system that tracks date, time, user, when and who approved if applicable, status changes, approval or rejection history, etc. History can either be obtained by running a report, opening a history tab or other vendor option however must be able to run quickly by any user and not have any adverse effect on system performance. All data and documents must be retained for a set timeframe per various record retention policies which can span several years. Versioning of documents, catalogs, profile history, etc. must be available. All documents generated must be retained in the System (e.g., multiple change orders).

7. MBE/WBE Functionality

The MBE/WBE certification process will be gathering highly sensitive PII such as Social Security numbers, FEIN , tax returns, birth certificates, etc. that must be stored in a highly secure cloud environment and provide data entry encryption in order to protect this highly sensitive information. All functionality should be in compliance with the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA. Please visit <https://www.w3.org/WAI/WCAG20/quickref/> for a brief overview. Similar security must be made available for any other or future certification process as needed. A link to the System in the MBE certification process instructions must be added to MBE/WBE's website so vendors can easily navigate to the System to process any certification. A training tutorial video of how to process a certification will be required to be developed jointly with the vendor and State in a YouTube format with closed captioning in addition to any written tutorial documentation. The MBE/WBE certification process also uses NAICS commodity codes for federal reporting and if possible, the System could provide a potential process to map the state's NIGP commodity codes to the NAICS commodity codes for this certification process.

8. RIDOT Functionality

The RIDOT has its own separate instance of Oracle of which is integrated with the State's RIFANS system. The State has developed a Public Works site of which Public Works proposals and overall bid proposal pricing are made public upon opening, which includes the designated documentation provided in the Vendor's public copy version of their proposal. The intent of the System is to provide functionality that can post proposals publicly to a State designated webpage upon opening. RIDOT is utilizing the Division of Purchase's process for posting solicitations and in conjunction they are utilizing Quest Lite software to develop a CD of all bid documentation and the software for vendor pick up at their location in Providence, RI. RIDOT assigns the a vendor a RIDOT bidder number which is an additional identification number from the vendor ID assigned in RIFANS and will have vendors provide their DUNS number. The Quest Lite software must be

uploaded from the disk by the vendor and has a process that has vendors accept receipt of the solicitation files and any applicable terms and conditions. Once proposals are opened, the Quest Lite produces a one page summary document of all bidders responding to the solicitation for posting to a public website. RIDOT does expect to continue to use the Quest Lite software however the State would like the System Vendor to include similar functionality for consideration in their System proposal.

9. General Functionality

The System must allow for any user to save, exit and return to any process such as vendor certification, solicitation profile, vendor profile, etc. File sizes should be unlimited however the State can put limitations as needed for vendor solicitation responses. Robust search functionalities should be available on vendor information, solicitations and reporting both internal and on public facing information (e.g., solicitation postings). As users enter in information into the System, forms can be automatically generated by linking the appropriate fields to the form, ex. Vendor address would automatically be linked from the vendor profile and be added to a Purchase Order form, therefore reducing double data entry. The System must have the ability to send automated email notifications to the vendor as well as manual emails a user can send as needed. In the event an email is highly sensitive, ex. contains PII, the System should either provide a secure methods of delivery the information outside of an email. For example a link to view the secure information in the system. Emails should not contain PII information. The System should allow for reassignment of any assigned functionality (e.g., solicitation, requisition, approver role) from the current user to another user in the event the current user changes employment position or leaves employment. If a requisition, solicitation and purchase order have a significant number of line items, the System should have an import feature with the ability to transfer the line items from one process to another.

10. Additional/Modified Functionality

The State is open to bidders including additional/modified functionality for the State's consideration. The features and benefits must be defined and the functionalities align to the State's goal of driving efficiencies in the procurement process with the exception of any mandatory requirements defined in Exhibit 1.

C. Transparency Objectives

The State has several areas the System needs to provide transparency by permitting the public to view documents and/or information without requiring a user account. Mentioned throughout this solicitation, the State is looking to ensure the following are available to the public 24/7/365 (see Table 1 of additional website information):

1. Solicitation postings, regardless of status, on a webpage within the Division of Purchases' website.
2. Awards over \$1 million dollars are required to be available on the State's Transparency Portal. With efficiencies from the System, the State may lower or eliminate the dollar threshold for posting awards to the Transparency portal in the future.
3. Public Works bids
4. Vendor payments – currently this is RIPAY however prefer this to be a feature the System would provide and eliminate the RIPAY website. There is an approval process prior to posting payment information that is expected to transition when the functionality/process is identified in the System.
5. Overall once an award is made, the State's goal with the System is to make solicitation, tabulation, purchase order and contract documents available for public viewing and reduce the number of APRA requests.

Any additional documentation/information that needs to be made public at a future date will be reviewed for an implementation plan with the vendor utilizing existing System functionality to meet the objective.

D. Data Conversion

The Vendor will be required to either provide services or guidance for applicable data conversion from the State's RIFANS, RIVIP, Public Copy and RIPAY Systems. The State expects the Vendor to be an active partner in the State's data conversion from the current State Systems into the new System. The State is relying on the vendor to guide the State in best practices and define a detailed plan during the Project Assessment and Solution Design stage. There may also be other specific data sources, such as spreadsheets and PC databases that will need to be converted or pre-populated into the Solution. The Vendor and State will further define the data conversion criteria during the Project Assessment and Solution Design stage. The data that is anticipated to transition are as follows, however not limited to:

1. Vendor Master Data
2. Solicitation Data
3. Approval Hierarchies from selected RIFANS user accounts

The State is open to other approaches to transitioning data based on a vendor's proven best practices and requests any vendor with alternative approach to specify this in their proposal.

E. Integration to the State's RIFANS Oracle-based ERP System

The State expects the System to integrate with RIFANS at selected intervals where it is logical to transmit data between the two systems. Some transactions would be coordinated with use of APIs for real-time data exchange where other transactions may occur with the use of a flat file at a determined scheduled time. Data that may exchange between systems are as follows, however not limited to:

- a. Funds availability checking
- b. Encumbrance transactions
- c. Purchase orders/purchase change orders
- d. Invoices to be paid by e-business suite
- e. Payment status
- f. Import paid invoices created outside of system for e-procurement vendors
- g. Updates to vendor master records
- h. Catalog management
- i. Numbering convention for requisitions, solicitations, purchase orders, releases, etc.
- j. Grants Management, Budgets Management and any other potential software platforms (These systems are still under development)

A note on requisitions and purchase orders. State “standard” purchase orders with an encumbrance are valid through the fiscal year. At the end of the fiscal year, purchase orders that are not fully used and need to be utilized in the next fiscal year go through a “roll over” process to create a new requisition and purchase order, processed systematically. Vendor should outline how this process would be integrated with their system. All old year purchase orders will be cancelled and cannot be billed in the new fiscal year.

During the Project Assessment and Solution Design stage of the project, the vendor and State would define when system interactions would occur, timing and supplication to be used. The Vendor is expected to have standard API programing available that are compatible with Oracle and options available if the State needs the vendor to program the State’s side of an API. Fields added to e-procurement would be included in the API. The System should have the ability to distinguish State solicitations/activities from Member Entity solicitations/activities and integrate accordingly to keep the RIFANS/other State software integration connections focused to State activities.

1. Accounts Payables

In order for the State to determine the ideal future state of the accounts payables process, the State requests the vendor to propose integration processes for the 3 way match to occur within the System and the other option of the 3 way match occurring within RIFANS. The vendor should outline the integration points, risks and benefits for each of these two models for the State’s consideration. The State also wants the vendor to describe a best practice process for accounts payables with the process outlined with features, benefits and risks identified.

In addition the State request the vendor propose an Accounts Payables module, if available, to accommodate the full Accounts Payable process to include, however not limited to, for the State's consideration:

- a. Invoices without a Purchase Order (processed by state employees)
- b. Batches for one time vendors (processed by state employees)
- c. Employees as vendors (e.g., for mileage reimbursement)
- d. Payments: ACH, checks, wires, draw no check, other

Price the Accounts Payables module separate in the cost proposal. Also identify any potential timeline impact, implementation phase and identify any potential customization(s).

F. System Specifications, Testing, Upgrades and Support

The State is requiring the System to be cloud-hosted by the vendor with two sites available, a sandbox (testing site) site for initial data transition, configuration and testing. Additional sandbox sites may be required to accommodate multiple reviewers. Once the System is at an agreeable working state, all facets would transfer from the sandbox site to the production site for live use. The sandbox site would be maintained throughout the life of the contract so any upgrades or new services could be tested without impacting any user on the production site. File sizes for uploading and storage should be unlimited or within a reasonable size to accommodate solicitations/resulting proposals of significant size. The process of uploading or downloading a file should not impact the System's operating speed. The State's expectation is for the System to be highly configurable within the confines of the System's program design. However in the event a functionality is requires customization, the vendor should be able to accommodate this request if agreement is reached between both parties. Any configurations, customizations, reports, integration points, etc. made on the System must transfer through any System upgrade at no additional charge to the State. If the vendor adds standard functionality in the future, the State expects this would be offered to the State as part of an upgrade. Any new functionality that is an additional offering to the overall System's suite of services, The State will have the option to include in its System design package and will work with the vendor on a quote and implementation. The System must be available 24/7/365 with and uptime of at least 99.9% including any public facing interfaces such as the solicitation postings linked to the Purchases website. In the event such uptime is not achieved the state may request compensation. This compensation is to be determined in contract negotiations. Any upgrade/patch expected to temporarily make any facet of the System and/or public facing interfaces unavailable, must be planned proactively with the State and sufficient communication must be made to all internal and external users as well as notices posted on any public facing interfaces to minimize any impact on bid submissions and routine workflow.

The vendor is expected to provide the State with a testing plan for the initial implementation as well as any future upgrades and/or patches. The test plans need to be precise in identifying the areas of the System that are being affected and communicated effectively to the State project team so any resources can be coordinated accordingly. Each plan must also identify any risks so both parties are aware of any potential impacts and prepare accordingly.

Technical assistance from the Vendor must be provided throughout the contract. The vendor should submit a defined process for emergency and non-emergency technical assistance situations to be refined in the Project Assessment and Solution Design stage of the project. The vendor must deploy reasonable security measure to ensure the System is functioning with minimal interruption, data integrity is protected and any connections between systems are jointly secure.

G. Project Plan

Vendor will perform the Services described in this RFP and will collaborate with the State in the implementation and execution of a Project Plan. The State intends that the Vendor will manage the Project at all times during its engagement and shall lead, coordinate, oversee and manage all activities associated with the various phases comprising the Project, subject to the terms and conditions of the Contract between the State and the Vendor and this RFP. The Parties acknowledge that nothing in this section is intended to alter the parties' respective responsibilities under this RFP, including their responsibilities for Project subcontractors. During the term of the award, the Vendor (with support from the State) will facilitate and provide Services for the planning, management and creation of selected Project Deliverables.

The State requires a comprehensive project plan from the vendor that will support a successful implementation of the System into State service. The State is looking for a phased approach to designing, implementing and integrating the System and require the vendor to submit a Project Plan with their proposal that deploys best practices based on their previous successful implementations to include a project communications plan. Notionally the State is leaning towards a two phase approach that would accommodate a Phase 1 of strategic sourcing, vendor management, contract management and catalog management with related reporting and select integration during the first 6 months of the project and a Phase 2 of Purchase Order, Receipts, Invoicing, Requisition and comprehensive integration for 1 year with optional payment module. The vendor is expected to submit a notional phased approach and related timeline with their proposal for the State's consideration. Any additional phases can be proposed however with significant justification as to why the project would exceed a two phase approach. Each phase will consist at minimum of the following stages:

1. Project Kick Off

This would be the initial meeting between both parties to review and refine the notional timeline, assemble resources, set roles and responsibilities and set the next project phase into motion. This meeting would occur within 7 days of contract signing.

2. Project Assessment and Solution Design

The vendor will coordinate with the State designated representatives from Purchases, Information Technology, Accounts & Controls, select Municipalities and other agencies/departments as needed in reviewing current business processes, software systems, websites in use and how they will be impacted by the System. The vendor will provide best practices and knowledge from previous implementations and work with the State to ensure business processes work at a greater efficiency with the support of the System. This assessment is expected to begin within 10 days of the contract award. The Vendor is expected to perform the assessment on site with a structured agenda to ensure all key work flows are identified at the Division of Purchases' location with any follow up either performed on site, conference calls and/or email as agreed upon between the State and Vendor.

The assessment also involves reviewing documentation, and working with key project team members to assess and understand project goals, scope, planning, constraints, success factors, project organization, schedule, requirements, and analysis. The Vendor will validate the requirements of the System with the State and developing a Solution Design to configure, customize or modify the System as required to meet the State's vision. This stage will include, but not limited to, the identification and design of Functionalities, Reports, Interfaces, Conversions, Enhancements and Forms objects required for deployment. It is State's intention to primarily configure the System within the vendor's program parameters when possible and minimize any customizations/modifications (software code changes) during the project. The vendor will provide best practices and knowledge from previous implementations and work with the State to ensure business processes work efficiently with the support of the System.

A Solution Design will be presented midway through this stage for the State's review, potential modification by mutual agreement and approval. The Solution Design should involve identifying the software components, deliverables, necessary tools, resources, and timeline to create, implement and maintain a fully functioning eProcurement software environment.

Exhibit 3 – "Roles and Responsibilities" has been included with this solicitation to define the Vendor and State roles and responsibilities for the lifecycle of the project. This spreadsheet is in draft format at time of this solicitation and would be refined and completed by mutual agreement between the State and awarded vendor during this project stage.

3. Implementation and Integration

This stage will consist of deploying the System design as defined and agreed upon project assessment and solution design in the previous stage (section 3.G.1-2). The applicable components of the design will be implemented into the sandbox environment and the applicable data will transition from the State into the System. From there both teams will configure areas of the System as applicable and integrate accordingly with RIFANS and any applicable State webpages. This stage will follow a process as defined by the vendor in their technical proposal's project plan.

4. Testing, Training and Deployment

Involves planning and implementing final tests, end user training, cut-over activities to the production site, and readiness plans for go-live steps. Within this stage, the system integration testing is completed and in scope systems function correctly. Detailed transition and cutover plans are created and the production system is installed and configured with transports and data developed. Vendor will lead planning and implementing the final tests, end user training, cut-over activities, and readiness plans for go-live steps as specified in the Deliverables for Preparation for System Go-live. Key Deployment Deliverables are:

- a. Conduct Unit and System Testing
- b. Conduct Integration Testing
- c. Conduct Accessibility Testing
- d. Conduct Volume/Stress/Performance Testing
- e. Support User Acceptance Testing
- f. Conduct Production Tests
- g. Complete Cutover to new software
- h. Conduct Training

Vendor will move the stage or “wave” of users for the initial Go-Live and functions from the sandbox environment to the production environment upon end user receipt of training or schedule of training. Vendor will coordinate the move of the stage or “wave” of users and functions for the initial Go-Live from the sandbox environment to the production environment.

5. Go-Live

This will be the day the production site is activated and users are instructed to make the transition from existing processes to the new System. The Vendor is expected to be available for any issue resolution during this transition period. Any identified issues will be triaged and remedied accordingly.

6. Notional Timeline

Table 3 represents a notional timeline based on the State's notional two phased concept of the project. The vendor is expected to submit a refined notional timeline based on their product and recommended phases for optimal approach for implementation.

Table 3.

Project Phase	Duration	Milestone Start Date	Milestone Completion Date
Phase 1			
Contract Start	1 day	February 1, 2017	February 1, 2017
Project Plan	14 Days	February 1, 2017	February 14, 2017
Project Kick Off	1-2 days	February 1, 2017	February 7, 2017
Project Assessment and Solution Design	50 days	February 10, 2017	March 31, 2017
Implementation and Integration	61 days	April 1, 2017	May 31, 2017
Testing and Training	60 days	June 1, 2017	July 30, 2017
Go Live	1 day	July 31, 2017	July 31, 2017
Phase 2			
Project Kick Off	1-2 days	August 1, 2017	August 7, 2017
Project Assessment and Solution Design	114 days	August 8, 2017	November 30, 2017
Implementation and Integration	120 days	December 1, 2017	March 31, 2018
Testing and Training	61 days	April 1, 2018	May 31, 2018
Go Live	1 day	June 1, 2018	June 1, 2018
Project Close Out			
Project Acceptance	91 days	June 2, 2018	August 31, 2018
Support and Maintenance	Remaining contract term		

7. Project Close Out

At the completion of the final Go Live stage of the Project and prior to the transition of to the Support and Maintenance stage the Vendor and the State will come to a mutual project acceptance that the project is in a completed stage. If there are any open items that cannot

be completed at that time, by mutual agreement, a punch list will be created as an supplement to the formal project acceptance with a timeline on resolutions.

8. Support and Maintenance Phase

The vendor shall provide ongoing support and maintenance of the System for a remaining contract term. Additional terms beyond the up to eight (8) years may be negotiated between the State and Vendor and at the sole option of the State. The vendor will continue to be the prime contractor for the State and responsible for coordinating all activities with own internal team, subcontractor(s) and/or other third parties as part of the provision of ongoing support and maintenance services.

H. Project Personnel

Vendor will provide project management services that utilize leading-practice methodologies, tools and processes to manage the Project, including plan management, issue resolution, change control, knowledge management, quality management and status reporting and Project-specific coordination in support of developing the proposed phased deliverables, team-level communications and messages to be distributed throughout the organization.

1. Mandatory Qualifications

At a minimum, the Project Manager and Key Personnel (see defined roles below) must have collectively three (3) years of experience in software solutions for public sector procurement, finance and/or budget, preferably in state government and be identified.

2. Desirable Qualifications

The following personnel qualifications are desirable:

- Demonstrated expertise in state government procurement.
- Demonstrated expertise in process development either in software and/or project planning.
- Demonstrated expertise in data migration and/or management.
- Demonstrated expertise in integration development and/or practices, preferably with an Oracle based system
- Demonstrated expertise in state government budget scenario analysis, “What If” analysis and data analytics

3. Organization Chart

Bidder should submit an organization chart, showing the hierarchy of proposed key personnel working on the project. Chart should show the relationship between project manager and key personnel of the bidder’s organization and all other parties (subcontractors) to the proposal.

4. Project Team Resumes and Key Staff Qualifications Sheet

Bidder should specify the key personnel on the project team who will manage/conduct the work. Bidder should also identify the role each team member will serve, title, where the individual is headquartered and the percentage of the firm’s total effort that will be provided by the individual.

Include a “Key Staff Qualifications” sheet (see Appendix B) for each person. Current resumes/biographies should be attached for each person. Do not exceed two (2) pages per person. Resume entries should clearly demonstrate that the experience requirements described in the “Key Staff Qualifications” in Attachment B of the RFP are met.

5. Roles

a. Project Manager

Bidder should identify one (1) individual on the project team who will manage the contract work, and who will be available to the State for a sufficient amount of time to manage the project. The Project Managers will act as the designated single point of contact for their respective party. It is anticipated that the Project Managers will not change during the life of the Project. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

1. State Project Manager

[Individual to Be Determined] will be the State’s Designated Project Manager and shall perform project management on behalf of the State for this engagement. The State’s Project Manager will:

- a. Work closely with the Vendor Project Manager to ensure successful completion of the project.
- b. Consult with the Vendor Project Manager to further develop the Project Management Plan.
- c. Review weekly status reports and schedule weekly meetings with the Vendor, as necessary.
- d. Coordinate participation from State agencies, State Entities and/or other vendors as required during the engagement.
- e. Acquire State project team members as needed.
- f. Coordinate State’s review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.
- g. The State’s Project Manager reports to [Name, Title, Department], who reports to [Name, Title, Department] and who reports to [Name, Title, Department].
- h. State’s Project Manager’s contact information:
 - a. [Email TBD]
 - b. [Address TBD]
 - c. [Phone TBD]

2. Vendor Project Manager

The Vendor shall assign a Designated Project Manager who shall perform project management on behalf of the Vendor for this engagement. The Vendor's Project Manager will:

- a. Be responsible for administering this Agreement and the managing of the day-to-day operations under the Contract.
- b. Serve as an interface between the State Project Manager and all the Vendor personnel and approved subcontractors participating in this engagement.
- c. Develop and maintain the Project Management Plan, in consultation with the State Project Manager.
- d. Facilitate regular communication with the State Project Manager and State Project Team, including weekly status reports/updates, and review the project performance against the project plan and budget. Facilitate weekly project status meetings for the duration of the engagement.
- e. Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
- f. Sign acceptance forms to acknowledge their receipt from State or coordinate signatures.
- g. Be responsible for the management and deployment of the Vendor personnel and any approved subcontractors.
- h. Vendor shall define the following in Technical Proposal: Vendor's Project Manager reports to [Name, Title, Department], who reports to [Name, Title, Department] [repeat until reaching senior management/president/owner or equivalent].
- i. Vendor shall define the following in Technical Proposal: Vendor's Project Manager's contact information: email, address and phone number.

b. Subcontractors

The Vendor shall take full responsibility for project management of subcontractors and/or third party entities ("subcontractors") they engage. The Vendor shall submit all subcontracts related to work to be performed hereunder for approval by the State within two weeks of the Award and/or within two weeks for any Task Order issued hereunder which entails work by a subcontractor(s). The Vendor shall ensure that its subcontractor(s) that perform work efforts under the project shall comply with all terms of the Contract.

The Vendor will act as prime contractor for their subcontractor(s) and be responsible for the performance of their subcontractor(s). The Vendor must submit for approval, be responsible for, and pass on all covenants, and warranties, etc. to subcontractor(s).

In that capacity, Prime Vendor will be responsible for ensuring compliance with all project deadlines and deliverables, as well as contract terms and conditions by subcontractors. The State reserves the right to approve of all subcontractors utilized by Prime Vendor,

including any changes to subcontractor team prior to or after contract execution. The Prime Vendor is responsible for payment to any subcontractor(s) used for this project.

c. Vendor Key Personnel

Key personnel are defined as those people who will exercise a major management and/or administrative role on behalf of the project. All persons identified as key personnel should be retained by the bidder throughout the term of the Agreement, including any extension of term by exercise of the option to renew.

In the event that a change is an emergency, the Vendor Project Manager will provide prompt written notice to the State Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the Vendor Project Manager shall provide the State Project Manager two-week written notice. The State has the right to accept or reject all personnel.

I. Vendor Qualifications

1. Mandatory Qualifications

a. Current Client List Requirements

The Vendor must have Electronic Procurement Software Solution currently operating in two public sector clients, ideally a state or equivalent public environment (e.g., municipality, city, town). One of these two clients must have a minimum annual budget of at least \$5.0 billion using the vendor's proposed software solution. Provide a list of these clients with their name, address, client contact (name, phone number and email) and with a brief description of the project size and scope.

b. Statement of Financial Viability

The Vendor shall submit a Statement of Financial Viability for the most recent quarter including supplemental schedules and foot notes in a separate sealed envelope; label the envelope "Confidential – Statement of Financial Viability." The financial information submitted shall remain confidential and shall not be public record. The financial information will be reviewed by the State on a Pass/Fail basis.

2. Other Qualifications

Bidders should provide a response to the following requirements:

a. Description of Organization Services, Experience, and Expertise

Provide a description of the nature of the organization's services and activities. Note when the business was established, brief history, and location. List office location(s) from which the primary work on this contract will be performed.

b. Client References

Using the worksheet in Exhibit 1 (System Technical and Functional Requirements Workbook), provide at least three (3) electronic procurement system installation customer references, preferably in state government. The reference information for the company should include the following:

- Name of customer organization & budget size
- Name of the project
- Types of systems / services provided
- Customer point of contact – including e-mail address and phone number
- Contract information, including value and project timeline

c. Client List

Provide a list of all customers owning the proposed public sector version of the solution and indicate the status: Live, currently implementing, not yet implementing, project on hold, project cancelled and which ERP system the client is integrating with.

J. Training Vendors and State and Member Users

The Vendor shall provide thorough training to all internal and external users to ensure successful user adoption using a Train-the-Trainer model as well as online resources. The training shall include the following however not limited to:

a. Training Versions

The Vendor shall provide trainings in the formats outlined in this section for:

1. State Entity Administrators
2. State Entity End Users
3. Member Entity Administrators
4. Member Entity Users
5. Vendors
6. State Entity Information Technology Team
7. Other Entity(s) that is identified in the Vendor's Training plan and/or Project Assessment and Solution Design project stage.

b. Train-the-Trainer (In-Person)

The State will designate high end users that the Vendor will provide full trainings with and these individuals will become State Trainers that in turn will disseminate the applicable training to all end users. The Vendor shall 'shadow' all initial end user trainings that each State Trainer conducts to ensure the product knowledge is being conveyed as intended. The Vendor shall propose a Training program as part of their Technical Proposal which will include multiple on-site sessions.

c. Online “Help” (Web-Based)

The Vendor shall provide a readily accessible “Help” section within the software for end users to access specific topics as needed. The “Help” section will consist of readable user guides on each module. The Vendor shall propose a “Help” section as part of their Technical Proposal.

d. Online Recordings (Web-Based)

The Vendor shall provide full recordings of training sessions of all modules of the software. The records shall include, but not limited to, audio, visual and live screen shots of the software in use. These recording will be posted in either a ‘help’, ‘training’ or ‘user guide’ section of the software. Each module shall have its own recording with a detailed description of the topic covered so end users can search and select the appropriate section of software to learn more about from the database. The State’s current social media policy does not permit YouTube access for most State users, in turn, the State requests a video format that preferably will not conflict with the social media policy. If training materials are via social media, such as YouTube, please outline any alternatives to your training delivery method that would be provided within the System. Any presentation must be ADA complaint to ensure audio, visual and other aspects are made available to meet any individual’s requirements.

e. Materials (Electronic and/or Printed)

The Vendor shall provide presentation in the State preferred PowerPoint format for the Train-the-Trainer and End User training sessions. The presentations shall cover all required modules of the software with screenshots as applicable. The Vendor shall have the ability to create a master presentation for administrative users and Trainers as well as abridged versions for defined end user types and Vendors of the State. The Vendor shall also ensure the electric files of the presentations are made readily accessible to the State’s administrative users and in an editable format. If requested, the Vendor will provide printed presentations and/or user guides in specific quantities for the specified training(s). Any printed materials will be on 30% or greater post-consumer recycled content paper with preferences of FSC (Forest Stewardship Council) certified and PCF (processed-chlorine-free) attributes.

f. Updates (In-Person and/or Web-Based)

As a Vendor releases any new software updates, the Vendor will issue Release Notes detailing the extent of the update to the State. At no additional cost to the State, the Vendor shall in turn coordinate an agreed upon Training with the State designated trainers and the most appropriate format for the training session(s). In addition, if the State determines any testing is required prior to the implementation of the update and related training, the Vendor shall accommodate the State and coordinate accordingly.

K. Cloud and Security Requirements

The following section outlines State requirements in security of the software and its interactions with State Systems as well as requirements around State Data:

1. Domestic Remote Hosting and Site Security

The remote hosting site must be domestic (within the United States). Furthermore it should be Tier 3 SAS 70 Type II/SSAE 16 or SOC2 compliant. Vendors who offer other alternate hosting environments shall detail the hosting environment in their proposals. State reserves the right to reject environments that do not meet the domestic hosting requirements noted.

2. Internet Security, Database Security and Encryption

Data in-transit to server must be encrypted. Data at rest must be encrypted.

3. Contract Termination and transition of data ownership

Upon the termination or expiration of this agreement, Vendor agrees that any data, files, information, and/or derivative data files and confidential information or information of any kind provided by Client pursuant to this Agreement, shall not be retained by Vendor. Vendor shall within an agreed timeline return to Client all such data, files, information, and/or derivative data files and confidential information or information of any kind provided by Client pursuant to this Agreement at no charge. Information shall be turned over to the State in format and media in accordance with industry standards and with an explanation of how such State Information is used. Such turnover shall include data mapping, data structures and data dictionaries

Vendor agrees to immediately destroy all customer data remaining on its System and to certify **that action no later than 30 days from the date of destruction.** VENDOR agrees that no data, files, information, and/or derivative data files and confidential information or information of any kind provided by Client pursuant to this Agreement or copies thereof or any derivative or subsets of the above, or any manipulated records/files, and/or any parts thereof, shall be retained when the aforementioned file(s) are returned or destroyed. The User acknowledges that stringent adherence to the aforementioned End Date is required, and that the User shall ask the State for instructions under this paragraph if instructions have not been received after thirty (30)-days after the end date of this Agreement or upon termination of this Agreement.

4. Data Breach Notification Policy and Procedures

Data Breach Notification policy and procedures must meet state and regulatory requirements as outlined below

The VENDOR shall notify the Client within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and/or permitted by this Agreement) of which it becomes aware. The VENDOR shall, within forty-eight (48) hours, notify the Client's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any

successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to VENDOR at the time of the notification to aid the Client in examining the matter. More complete and detailed information shall be provided to the Department as it becomes available to the Contractor. Upon notice of a suspected security incident, the Department and Contractor will meet to jointly develop an incident investigation and remediation plan.

Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. VENDOR will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

5. Disaster Recovery

DoIT requires a Hotsite to provide data processing services to its users in the event its own site(s) or Systems operating therein unexpectedly become non-operational for an extended length of time. The Vendor must provide connectivity to the States Hotsite and participate in annual testing of the System, during one of the States Semiannual DR Tests. The Vendor will be responsible for restoring Systems within 24 hours at the time of a disaster.

Rhode Island requires a Hotsite to provide data processing services to its users in the event its own site(s) or Systems operating therein unexpectedly become non-operational for an extended length of time. The vendor must describe how connectivity would be provided to the States Hotsite and whether they would be responsible for this. They must participate in annual testing of the System. All fees associated with providing this support must be identified. Offerors must describe the Disaster Recovery plan for the remotely hosted pharmacy System in the event the remote site or Systems become non-operational. The Vendor will be responsible for restoring Systems and re-establishing connection within 24 hours of a disaster. The Vendor must provide a full description of their Disaster Recovery process including testing methodology. A disaster call list and problem escalation

list with names and contacts and procedures must be provided. Any and all fees associated with this testing must be identified. Offerors must also make their Business Continuity plan available upon request.

6. Limits of Liability - Loss of data

The service provider/Vendor takes responsibility if they lose data (not just if negligence can be proven), to the extent of their liability. The vendor must define their technical, operational, and management controls.

7. State Data

For purposes of this work effort, "State Data" shall mean data provided by the State to the Vendor, which may physically reside at a State or off-site at a related State Entity location (e.g., municipality).

In connection with State Data, the Vendor will implement commercially reasonable safeguards necessary to:

1. Prevent unauthorized access to State Data from any public or private network;
2. Prevent unauthorized physical access to any Information Technology Resources involved in the development effort; and
3. Prevent interception and manipulation of State Data during transmission to and from any servers.

8. State Personal Data

In addition to the above requirements for State Data, the Vendor may be required to use State PHI/personal data or to work on or with Information Technology Systems that contain such data as Vendor profiles, in order to fulfill part of its specified tasks. For purposes of this work effort, electronic PHI/personal data and personal information includes data provided by the State to the Vendor which may physically reside at a location owned and/or controlled by the State or a State Entity. In connection with electronic personal data and personal information, the Vendor shall implement the maximum feasible safeguards reasonably needed to:

1. Ensure the security, confidentiality and integrity of electronic personal data and personal information;
2. Prevent unauthorized access to electronic personal data or personal information or any other State Data from any public or private network;
3. Notify the State **immediately** if any breach of such System or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

9. Software Integrity Controls

The Vendor and the State recognize the serious threat of fraud, misuse, and destruction or theft of data or funding. These threats could be introduced when unauthorized or inappropriate modifications are made to a production System. The Vendor shall implement the following controls for the purpose of maintaining software integrity and

traceability throughout the software creation life cycle, including during development, testing, and production:

- a. The Vendor shall configure at least two software environments including a development/quality assurance (QA)/testing environment known as “Sandbox” and a production environment. Additional sandbox sites may be required to accommodate multiple reviewers.
- b. The Vendor shall implement a change management procedure to ensure that activities in the development/QA environment remain separate and distinct from the production environment. In particular the change management procedure shall incorporate at least the following:
 1. Segregates duties between development and testing of software changes and migration of changes to the production environment;
 2. Implements security controls to restrict individuals who have development or testing responsibilities from migrating changes to the production environment.
 3. Includes a process to log and review all source control activities.
 4. The Vendor shall implement a source control tool to ensure that all changes made to the production System are authorized, tested, and approved before migration to the production environment.
 5. The Vendor shall not make any development or code changes in a production environment.
 6. The Vendor shall implement additional internal controls as specified by the State.

L. Endorsements

The Vendor shall not use the State of Rhode Island, its Agencies and/or Member Entities for product and/or company endorsements in any advertising medium without express written permission from the State.

SECTION 4: TECHNICAL PROPOSAL

Narrative and format: The separate technical proposal should address specifically each of the required elements:

A. Mandatory Requirements

The proposed electronic procurement solution must meet several minimum mandatory requirements. The Review Committee will review all vendor proposals for the designated mandatory requirements on a Pass/Fail basis. Mandatory Requirements include the following:

1. Project personnel (see Section 3.H.1).
2. Vendor qualifications (see Section 3.I.1)
3. Mandatory technical and functional requirements for the proposed electronic procurement system solution should be entered in System Technical and Functional Requirements Workbook (Exhibit 1).

B. Staff and Organization Qualifications

1. Provide staff resumes of key project team members that will be assigned to this project. Describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of software design, implementation and project management, as applicable. In addition to submitting a resume, include a “Key Staff Qualifications” sheet (see Appendix B) for each person. (see Section 3.H.4)
2. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided. (see Section 3.I.2.b, Exhibit 1)

C. Capability, Capacity, and Qualifications of the Offeror

Please provide a detailed description of the Vendor’s experience as an electronic procurement software provider, including experience in procure to pay lifecycle management. Include a narrative response to Section 3. Scope of Work and Requirements as outlined with how the proposed System will meet or exceed the State’s expectations. Address each of the components described under Section 3: Scope of Work and Requirements, as well as any technical issues that will or may arise in performing the requested services.

D. Work Plan

Please describe in detail, the framework for the requested Electronic Procurement Solution and how it will be performed. The following elements should be included:

1. Describe the bidder’s understanding of the requirements of the State of Rhode Island pursuant to the solicitation, including the intended results.
2. Include a specific plan detailing the manner in which the bidder will develop, provide, and monitor the requested services
3. Include Evidence of Business Continuity Plan which should demonstrate the Vendor’s ability to resurrect critical processes in the event of a natural and or manmade disaster that affects the Vendor’s ability to operate their normal systems. Backup & Restoration Procedures and Data Breach Plan must be described in detail.

E. Approach/Methodology/Training

1. **Security Protocols** – The Vendor will provide a description of their information technology security plan for the proposed solution.
2. **Scope Management Plan** – The Vendor will provide a change order control and management plan which outlines the process and controls by which

changes to scope may be brought forth for inclusion and either approved or denied by the Project Team.

3. **Training Plan** – The Vendor will provide a Training Plan, Resources and Schedule to be executed with State Users, Member Entities and Vendors to provide them with the necessary knowledge and skills to effectively access and utilize the Electronic Procurement System.

F. Project Plan

The Vendor will provide a notional Project Plan with their technical proposal to include the following elements:

1. **Work Breakdown Structure** – Identifying the tasks to be performed with vendor's recommended phased approach to the project.
2. **Resource Allocation Map** – Identifying who will perform the tasks listed.
3. **Risk Management Plan** – How risks will be tracked, how their estimated impact will be communicated, how risks will be mitigated to minimize the project impact. How to estimate the impact and respond to foreseen risks.
4. **Communications Plan** – How information will be distributed to the stakeholders throughout the life of the project.
5. **Timeline** – When the tasks will be performed, to include vendor's phased approach.
6. **Scope Management Plan** – How the solution's scope will be managed. How will changes to scope be addressed.
7. **Acceptance and Rejection Process** - The Vendor will provide a plan to for the State's review and acceptance or rejection of Project Deliverables. The plan would include the State's review of work product for each of the Deliverables and evaluate whether each Deliverable has clearly met in all material respects the criteria established within a set timeframe.
8. **Security Protocols** – As listed above.
9. **Training Plan** – As listed above.
10. **Support Plan** – As listed above.

Within fourteen (14) days of Purchase Order issuance, the Vendor will provide a refined Project Plan which includes the elements described above.

G. Insurance

The State of Rhode Island requires the Vendor maintain sufficient insurance coverage throughout the contract lifecycle. Appendix A includes the insurance requirements for this contract. *Please describe your ability to meet this insurance requirement.*

H. Module Identification

The vendor must identify if their System is modular in nature and if so, provide a description of their functionality. If the System is modular, the vendor must describe what modules are crucial for the System to work as the State envisions and which modules are optimal to include however not mission critical.

SECTION 5: COST PROPOSAL AND FINANCING PROPOSAL

A. Cost Proposal

Provide a detailed cost proposal narrative for all anticipated costs of successful implementation of all deliverables outlined in this RFP. Include a budget and an explanation of the basis and rationale of the proposed cost structure. The budget must enumerate all 'licensing', maintenance, and other costs required to maintain and operate the solution. The cost proposal should assume an initial contract period of (5) five years with (3) three additional 12 month renewals. An item-by-item breakdown of costs shall be included in the proposal, including option years. Applicants shall submit the breakdown and demonstrate how the cost was determined. If there are any implementation fees associated with providing services in the RFP, the applicant shall identify each type of implementation fee to be charged. The cost proposal must describe the vendor's licensing structure (e.g., per user, license, subscription, contract volume, etc.) throughout the proposal as well as any modular structure of the software.

Alternative fee schedule proposals will be considered with an explanation of the benefits of any alternative approach.

Cost proposal narratives must also include a separate section of pricing for any potential Member Entity integration.

Also include the Accounts Payables and Payments module separate in the cost proposal.

In addition to the vendor's cost proposal narrative, the vendor must complete a **Cost Proposal Workbook**, available as a spreadsheet labeled **Exhibit 2** and attached to this solicitation.

B. Financing Proposal

The State is looking for creative financing solutions for purchase of the Electronic Procurement Software Solution that would preferably reduce upfront costs and/or defer costs over time for the System. If your company provides any financing options, please provide a narrative description of your company's option(s) for financing or payment structure. Bonus points may be awarded for any viable options provided.

SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies.

Statement of Financial Viability will first be reviewed by the State for a "Pass"/"Fail" determination. Statement of Financial Viability with a "Pass" determination, will have the Vendor's responses to Mandatory Requirements advanced and reviewed by a Technical Review Committee comprised of staff from Division of Purchases and State agencies. Statement of Financial Viability with a "Fail" determination will not be reviewed further and the proposal will be dropped from consideration.

Vendor Responses to Mandatory Requirements will then be reviewed by the Technical Review Committee for a "Pass"/"Fail" determination. Vendor Responses to Mandatory Requirements with a "Pass" determination, will have the Vendor's Technical Proposal advanced and reviewed by a Technical Review Committee. Vendor Responses to Mandatory Requirements with a "Fail" determination will not be reviewed further and the proposal will be dropped from consideration.

Technical Proposals must receive a minimum of 48 (80.0%) out of a maximum of 60 technical points to advance to the Demonstration/Interview stage. Technical Proposals scoring less than 48 points shall not advance to the Demonstration/Interview stage, shall not have the cost component opened and the proposal shall be dropped from further consideration.

The Technical Proposal and Demonstration/Interview must receive a combined minimum score of 62 (82.7%) out of a maximum of 75 points to advance to the Cost Proposal evaluation stage. Technical Proposal and Demonstration/Interview scoring less than 62 points shall not advance to the cost proposal review, shall not have the cost component opened and the proposal shall be dropped from further consideration.

Technical Proposal and Demonstration/Interview scoring a combined total of 62 points or higher shall be evaluated for cost and assigned up to a maximum of 25 points in the cost category, bringing the potential maximum score to 100 points.

The State reserves the right to select the individual(s) or firm (Vendor) that it deems to be in the State's best interest to accomplish the project as specified herein; and conversely, reserves the right to cancel the solicitation in its entirety.

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Statement of Financial Viability	Pass/Fail
Vendor Responses to Mandatory Requirements	Pass/Fail
Staff and Organization Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	15 Points
Work Plan	10 Points
Approach/Methodology/Training	15 Points
Project Plan	10 Points
Total Possible Technical Points	60 Points
Demonstration/Interview	15 Points
Total Possible Technical & Demonstration/Interview Points	75 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 25 points *	25 Points
Total Possible Points for Technical, Demonstration/Interview and Cost Proposals	100 Points
Financing Proposal (Bonus Points)	5 Points
Total Possible Points	105 Points

* The Vendor with the lowest cost bid will receive one hundred percent (100%) of the available points for cost. All other Vendors will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{Vendor's bid}) * \text{total available cost points}$$

For example: If the low Vendor (Vendor A) bids \$65,000 for total cost and service fees, and Vendor B bids \$100,000, and the total points available are twenty-five (25), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 25 = 16.25$$

Up to five (5) additional Bonus points could be awarded to vendors offering a financing proposal bringing the potential maximum score to 105 points.

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify Statements made in their proposal.

SECTION 7. QUESTIONS AND PROPOSAL SUBMISSION

Questions concerning this solicitation must be e-mailed to the Division of Purchases at DOA.PurQuestions9@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. **No other contact with State parties is permitted.** Please reference **RFP # 7551120** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

Interested offerors must submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7551120**" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be

accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 8. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP generated **Bidder Certification Cover Form** (included in the original copy only) downloaded from the RI Division of website at www.purchasing.ri.gov. Do not include any copies in the Technical or Cost proposals.
2. One completed and signed **Rhode Island W-9** (included in the original copy only) downloaded from the RI Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not include any copies in the Technical or Cost proposals.
3. **A separate, signed and sealed Statement of Financial Viability** – A Statement of Financial Viability *including supplemental schedules and foot notes*, as outlined in Section C.6.4 and Section D is to be included in the response package and in **.pdf file format**. Copies to be included are as follows:
 - a. One (1) Electronic copy on a CD-R, marked “Confidential – Statement of Financial Viability”.
 - b. One (1) printed Paper copy, marked “Confidential – Statement of Financial Viability”, signed and enclosed in a separate sealed envelope.
4. **A Separate Technical Proposal** - describing the following: a.) Staff and organization qualifications, b.) Capabilities, Capacity and Qualifications of the Offeror, c.) Work Plan, d.) Approach/Methodology/Training and e.) Project plan and all information described earlier in this solicitation in Sections 3 and 4. The Technical Proposal is limited to one hundred (100) pages (excluding any appendices and resumes of key staff that will provide services covered by this request). Proposal should include responses to the System Technical and Functional Requirements, as established in Exhibit 1. Vendors should also include project team information and qualifications, using the format from Appendix B.
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed Paper copy, marked “Technical Proposal -Original” and signed.
5. **A separate, signed and sealed Cost Proposal and Optional Financing Proposal** – A separate, signed and sealed Cost Proposal and Optional Financing Proposal using the template provided in Exhibit 2.
 - a. One (1) Electronic copy on a CD-R, marked “Cost/Financing Proposal -Original”.
 - b. One (1) printed Paper copy, marked “Cost/Financing Proposal - Original” and signed.

B. Formatting of Proposal Response Contents shall consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the Statement of Financial Viability, Technical Proposal and Cost/Financing Proposal. All CD-Rs submitted must be labeled with:

- a. Vendor's name
- b. RFP #
- c. RFP Title
- d. Proposal Type (e.g., Technical Proposal or Cost Proposal)
- e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the State's inability to read your CD-Rs may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the State may consider it "non-responsive". USB Drives or any other electronic media will not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the Technical Proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the Technical Proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The Cost Proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right to award 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 or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a Purchase Order is issued.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RVIP/publicdocuments/ATTA.pdf>.

Appendix A - Insurance

All Contractors, and Contractors shall require all subcontractors, to procure at their own cost and expense and maintain in full force and effect during the entire term of the contract until all of their obligations have been discharged, including any warranty periods or extended reporting periods, against any claims, damages or causes of action (including costs and attorneys' fees) that may arise from or in connection with, in whole or part, the performance of the contract and the results of the performance of the contract by the Contractor, its agents, representatives, officers, employees, subcontractors or any other entity or person for which the Contractor is legally responsible, the following insurance coverages:

Commercial General Liability. \$1,000,000 combined single limit per occurrence and aggregate covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability. This insurance shall be in policy or policies of insurance written on an occurrence basis.

Automobile Liability. \$1,000,000 combined single limit per occurrence for bodily injury and property damage for all automobiles used in conjunction with the performance of this Contract covering all owned, non-owned, or hired vehicles. If a Contractor does not own an automobile, but one is used in the performance of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of a Contract, then automobile coverage is not required.

Workers' Compensation and Employers' Liability. Statutory coverage as required by the compensation laws of the State of Rhode Island or any applicable state law in which any work related to the contract is performed and Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee. A Contractor neither eligible for, nor entitled to, Worker's Compensation who is an independent contractor under Rhode Island law must comply with the statutory procedure precluding an independent contractor from bringing a workers' compensation claim against the Insured Parties.

Technology Errors and Omissions Coverage: Technology Errors and Omissions Insurance covering any damages caused by an error, omission, negligence or any wrongful acts of Contractor, its subcontractors, agents, officers or employees under the contract. Coverage to include: product failure; security failure; professional liability including, but not limited to, intellectual property infringement; and, personal injury if limited or uninsured under commercial general liability insurance. Coverage to be maintained for the term of the

contract and for a period of three years after the contract has ended. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

Data Breach Regulatory Liability and Privacy Coverage (a/k/a Network Security and Privacy Liability Insurance): Contractor will obtain and keep in force at Contractor's expense for the term of the contract and for a period of three (3) years after the contract ends insurance to cover Contractor, its subcontractors, agents, officers or employees, for privacy breach, unauthorized access or disclosure of data, including privacy liability, notification costs, regulatory defense and penalties, cyber extortion, crisis management, credit monitoring and public relations. Such insurance will contain limits of not less than \$2,000,000 per occurrence.

The State of Rhode Island, its departments, agencies, officers, employees, agents, volunteers, and any party authorized by R.I. Gen. Laws § 37-2-1, *et seq.* and the Purchasing Regulations to participate in a procurement, and any other party directed by the State (together the "Insured Parties") and Contractor shall submit a copy of a policy endorsement or blanket endorsement evidencing the Insured Parties as an additional insured to the Contractor's Liability policies. This requirement shall not apply to Workers' Compensation and Employers' Liability.

Any deductible, self-insured retention, or form of self-insurance amount under the policies shall be the sole responsibility of the Contractor and shall be disclosed to and acceptable to State.

This insurance shall be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophic form and must be placed with insurers authorized to do business in Rhode Island, rated "A-," class VII or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. A lesser rating must be approved by the State. The insurance required through this Section, through a policy or endorsement, shall include:

- a) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the Insured Parties;
- b) A provision that Contractor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the Insured Parties and that any insurance, self-insurance or self-retention maintained by the State or any additional insureds shall be in excess of the Contractor's insurance and shall not contribute with it;
- c) Cross-liability/severability of interests for all policies and endorsements;
- d) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy; and,

- e) The legal defense provided to the Insured Parties under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the Insured Parties is necessary.

There shall be no cancellation, material change, or potential exhaustion of aggregate limits without thirty (30) days prior written notice by registered or certified mail from the Contractor or its insurer(s) to the Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908.

As evidence of the insurance required by this Section, the Contractor shall furnish Certificates of Insurance and required additional insured endorsements to the Department of Administration, Division of Purchases before Notice of Contract Award by the Division of Purchases. Failure to comply with this provision may result in rejection of the bid offer. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.

Certificates of Insurance and additional insured endorsements shall be in form and coverage acceptable to the State. All Certificates of Insurance and to the extent possible for endorsements shall reference the State procurement number. State retains the right to demand a certified copy of any required insurance policy, Certificate of Insurance or endorsement.

The Contractor shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by or otherwise in the care, custody or control of Contractor. A waiver of subrogation shall apply in favor of the Insured Parties.

The Insured Parties shall be indemnified and held harmless to the full extent of coverage actually secured by the Contractor in excess of the minimums set forth herein and the duty to indemnify the Insured Parties shall not be limited by the insurance required in this Section.

The Contractor shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the solicitation that differ from this Section.

Failure to comply with this Section is a material breach of contract entitling the State to terminate or suspend the contract immediately.

This Section shall survive expiration or termination of the contract.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

Appendix B - Key Staff Qualifications

In addition to submitting a resume for each proposed key project team member, complete this attachment (or a table or spreadsheet similar to it) for each of the proposed key project team member. Failure to complete this attachment may be cause for rejection of the offer.

Qualifications	Experience	
	Number of Years	Name of project(s), staff role and the relevant experience on the project(s). List dates of each engagement*
<i>Mandatory:</i> Minimum three (3) years of experience in software solutions for public sector procurement, finance and/or budget, preferably in state government.		
<i>Desirable:</i> Demonstrated expertise in state government procurement.		
<i>Desirable:</i> Demonstrated expertise in process development either in software and/or project planning.		
<i>Desirable:</i> Demonstrated expertise in data migration and/or management.		
<i>Desirable:</i> Demonstrated expertise in integration development and/or practices, preferably with an Oracle based system		
<i>Desirable:</i> Demonstrated expertise in "What If" and data analysis		
Percentage of the firm's total effort that will be provided by the individual	%	Comments:

*Describe previous experience with Electronic Procurement Systems or similar software systems. Include the following information (attach additional sheets as needed):

- Client/project name

- Client name, contact name, and contact telephone number
- Start date and end date for each client/project
- Overview of the contractor staff person’s role on the respective project
- Final disposition of the services and/or products provided to the client

Appendix C - Submission Checklist

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

- ___ RIVIP generated Bidder Certification Cover Form (Section 8.A.1)
- ___ Rhode Island W-9 (Section 8.A.2)
- ___ Statement of Financial Viability (Sections 3.I.1.b, 8.A.3)
- ___ Project Personnel, including:
 - ___ Project Manager and Key Personnel – Mandatory (Sections 3.H.1)
 - ___ Organization Chart (Section 3.H.3)
 - ___ Project Team Resumes and Key Staff Qualifications Sheet (Section 3.H.4, Appendix B)
- ___ Vendor Qualifications, including:
 - ___ Current Client List – Mandatory (Sections 3.I.1.a)
 - ___ Description of Organization (Section 3.I.2.a)
 - ___ Client References (Section 3.I.2.b, Exhibit 1)
 - ___ Client List (Section 3.I.2.c)
- ___ Accounts Payables solutions (Section 3.E.1)
- ___ Technical Proposal (Section 4), including
 - ___ Mandatory Qualifications (Section 4.A.1-3)
 1. ___ Project personnel
 2. ___ Vendor qualifications

3. ___Mandatory technical and functional requirements

___ Staff and Organization Qualifications (Section 4.B.1-2)

1. ___ Staff resumes with a “Key Staff Qualifications” sheet (see Appendix B) for each person.
2. ___Client references using template in Exhibit 1

___ Capability, Capacity, and Qualifications of the Offeror narrative (Section 4.C.)

- ___ Work Plan (Section 4.D.1-3)
 1. ___ Description of the bidder's understanding of the solicitation requirements
 2. ___ Plan detailing the manner in which the bidder will develop, provide, and monitor the requested services
 3. ___ Evidence of Business Continuity Plan
 4. ___ Backup & Restoration Procedures
 5. ___ Data Breach Plan

- ___ Approach/Methodology/Training (Section 4.E.1-3)
 1. ___ Security Protocols
 2. ___ Scope Management Plan
 3. ___ Training Plan

- ___ Project Plan (Section 4.F.1-9)
 1. ___ Work Breakdown
 2. ___ Resource Allocation
 3. ___ Risk Management Plan
 4. ___ Communications Plan
 5. ___ Timeline
 6. ___ Scope Management Plan
 7. ___ Acceptance and Rejection Process
 8. ___ Security Protocols
 9. ___ Training Plan
 10. ___ Support Plan

- ___ Insurance (Section 4.G.)

- ___ Module Identification (Section 4.H)

- ___ Signed and Sealed Cost and Financing Proposal with Exhibit 2 (Section 5, Exhibit 2)

- ___ Mandatory Technical and Functional Requirements (Exhibit 1)

- ___ System Technical Requirements, Functional Requirements and References (Exhibit 1)

Appendix D - Services Agreement

The State has established a standard contractual terms and conditions for development, operations and management of information technology-related systems, including the proposed Electronic Procurement System. Please review Services Agreement for the State's standard terms and conditions as this will be an agreement that will be negotiated with the awarded vendor.

[Note: This Agreement contemplates implementation of an eProcurement software system followed by a "Software as a Service" (SAAS) arrangement with the State. However, the State reserves the right to use a different template agreement, with many of the same general provisions contained herein, in the event that a different business model is selected during the procurement process.]

ELECTRONIC PROCUREMENT SOFTWARE SYSTEM AGREEMENT

This Agreement is made this [day] day of [Month], 2016 by and between the [LEGAL CONTRACTOR NAME] ("Contractor") and, the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ("State"), acting by and through its Department of Administration ("Department") on behalf of the Rhode Island Division of Purchases ("Division") (Collectively, the "Parties").

SECTION - 1 DEFINITIONS.

"Agency" means the Rhode Island Department of Administration ("Department"). **"Agreement"** means this Agreement entitled Electronic Procurement Software System and each and every exhibit attached hereto, along with RFP #XXXX_ and Addendums and Contractor proposals in response thereto, all which are hereby incorporated into the Agreement by reference.

"Computer" means a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on the data, or a device that operates on analog data by performing physical processes on the data.

"Computer Data Base" means a collection of data in a form capable of being processed and operated on a Computer.

"Computer Program" means a series of instructions or Statements in a form acceptable to a Computer, processor or controller that is designed to cause the Computer, processor or controller to execute an operation or operations. Computer Programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort-merge programs and maintenance/diagnostics programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine dependent or machine-independent, and may be general purpose in nature or be designed to satisfy the

requirements of a particular user. See “Software.”

“**Computer Software**” means the functional Computer Programs and Computer Databases.

“**Contractor**” means [the legal name of the selected contractor], whose principal business address is [street, city, State, zip].

“**Cost Proposal**” means the Contractor’s cost proposal as set forth in its response to the RFP.

“**Custom or Modified Software**” means Computer Software (not Web-based Software) purchased and owned by the State which may be modified by the State or by Contractor at the State’s request or direction to perform in accordance with specifications.

“**Deliverable**” means any and all work product that Contractor is required to provide to the Department for the purposes of fulfilling its obligations to the State under the terms of the Agreement, including work product Contractor must submit to State for State’s approval in accordance with the formal acceptance procedures set forth within the Statement of Work attached hereto as Exhibit C or otherwise in this Agreement.

“**Division**” means the Rhode Island Division of Purchases (“Division”).

“**Electronic Procurement Software Solution**” or “**System**” means a Software Application and/or Custom Software which will provide an integrated solution to the State as described in the RFP.

“**Hardware**” includes Computers, printers, attached equipment or peripherals or other equipment utilized for the State’s intended purposes as expressed in the RFP or otherwise expressed in this Agreement.

“**Implementation**” means the period in which the Contractor shall develop and provide to the Department, a fully functional and operating Electronic Procurement Software Solution to the Department.

“**Milestone Payment**” means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

“**Products**” includes Software, Hardware, equipment, options, documentation, accessories, supplies, spare parts provided by the Contractor in connection with this Agreement.

“**Proposal**” means, as appropriate, either or both the Contractor’s Technical Proposal or Cost Proposal.

“**RFP**” means the Request for Proposals, **ELECTRONIC PROCUREMENT SOFTWARE SYSTEM**, Solicitation # XXXX and any amendments thereto issued in writing by the State.

“**Software**” or “**Software Application(s)**” shall mean the Web-based Software Application(s) provided, hosted, licensed and/or maintained by the Contractor under this Agreement.

“**State**” means the State of Rhode Island.

“**Statement of Work**” or “**SOW**” means the statement of work attached hereto as Exhibit C.

“**Support**” includes Software updates, maintenance and support services conducted by the Contractor on its own Web-based Software, and consulting, training and other support services provided by or through Contractor for the State.

“**Task**” means a material activity engaged in by Contractor for the purpose of fulfilling its obligations to State under the terms of the Agreement, which may or may not result in the creation

of a Deliverable.

“Task Order” means an amendment to the SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by Contractor under the terms of this Agreement.

“Technical Proposal” means the Contractor’s technical proposal as set forth in its response to the RFP.

“Web-based Software Application(s)” shall mean the Contractor Software Application(s) residing or provided on the Contractor’s system and accessed by authorized State users through a web browser and shall include Contractor-hosted storage, Computer Databases, related documentation, and other functionalities or services provided with the Software to facilitate the use of the Software.

“Website Customization and Application & Interface Changes” means Software development and user interface work that is done by the State or Contractor to modify the website front-end, or to the back-end code which is inherent to the application or interfaces to third party systems.

SECTION - 2 SCOPE OF AGREEMENT.

2.1 The Contractor shall perform all duties and tasks necessary to fulfill the requirements and specifications of this Agreement including, but not limited to, delivering a fully functional and operating System to improve the State’s procurement process and boost efficiency, quality and timeliness of the State’s procurement process.

2.2 The Contractor shall develop a System during the Implementation in accordance with the Schedule of Deliverables/Milestones included in **Exhibit C**. Delivery of the fully operational System shall occur on or before [DATE]. A material failure on the part of the Contractor to deliver the System or Deliverables/Milestones in accordance with the Schedule of Deliverables/Milestones included in **Exhibit C**, which are acceptable to the State shall constitute a material breach of contract on the part of the Contractor and shall be subject to the Termination provisions stated herein. The Contractor shall have ten (10) days after receiving notice from the State to cure any such breach. In the event that the Contractor fails to cure, the Agreement shall be terminated at the date specified by the State and the State shall be entitled to its rights and remedies at law. The Contractor shall be responsible for any and all delays unless reasonable advance written notice is provided to the Department’s signatory of any delay being caused by any other persons or entities, including the State, which will cause the Contractor to fail to deliver the Deliverables/Milestones at the time specified.

2.3 Services and Deliverables shall be provided by the Contractor in accordance with the terms and conditions of this Agreement and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies or conflicts between this Agreement and Exhibits A through E, this Agreement shall control. If there are any inconsistencies or conflicts between the Exhibits, the following order of precedence shall determine the prevailing provision (with Exhibit A being the highest priority).

- Exhibit A – The State of Rhode Island General Conditions of Purchase
- Exhibit E – Breach of Confidential Information (Requires additional acknowledgement by the Contractor)
- Exhibit B – The RFP
- Exhibit C – Statement of Work (“SOW”)

- Schedule of Deliverables/Milestones
- Milestone Payment Schedule
- Exhibit D – Contractor’s Proposal in response to the RFP

SECTION - 3 PERIOD OF PERFORMANCE.

- 3.1** The Agreement shall be effective as of the date of issuance of a purchase order by the Division and shall continue for three (3) years after the System Implementation, with two (2) additional (1) year options at the sole discretion of the State. Any extensions shall be subject to the same terms as stated herein.
- 3.2** Audit, confidentiality, document retention, patents, copyrights and intellectual property, warranty and indemnification obligations under this Agreement and any other obligations specifically identified shall survive the expiration or termination of the Agreement.

SECTION - 4 CONSIDERATION, PAYMENT, RETAINAGE.

- 4.1** In consideration of the satisfactory performance of the Agreement, the State will pay Contractor in accordance with the Milestone Payment Schedule contained within the SOW and in accordance with all other applicable terms and conditions of this Agreement provided that the total amount paid by the State to the Contractor under this Agreement shall not exceed [total amount submitted in Contractor’s Proposal]. No out of scope work shall be performed by the Contractor without prior authorization from the Division of Purchases through the issuance of a formal change order. The Department shall not be responsible for any such work performed without authorization.
- 4.2** Contractor will have the sole responsibility for the accuracy and timely submission of proper invoices. At a minimum, Contractor’s invoices shall identify the time period and implementation expenses, equipment, Software licensing expenses, and maintenance/Support services provided to the State and any tax or other governmental charge included. Invoices must include Contractor’s federal taxpayer identification number, and reference this Agreement.
- 4.3** Unless otherwise provided, payments pursuant to this Agreement (subject to retention) will be made within thirty (30) days after receipt of acceptable monthly invoice(s) with appropriate documentation. The State may withhold or (on account of subsequently discovered evidence) nullify the whole or part of any invoice to such extent as may be necessary to protect it from loss on account of: (i) defective services or equipment or other breach under this Agreement; (ii) third party claims filed or reasonable evidence indicating probable filing of such claims; (iii) failure of Contractor to make payments due to subcontractors or employees; (iv) reasonable indication that the services will not be completed within the time frames specified in this Agreement; (v) invoicing which is incorrect; (vi) overcharges in violation of the terms and conditions of this Agreement; (vii) any unpaid and delinquent taxes or other debt owed the State by Contractor; or, (viii) any claim against Contractor by the State arising out of this Agreement or any other agreement between Contractor and the State.
- 4.4** The State will retain 10% for all invoice payments for the Website Customization and Application & Interface Changes, until all work under this Agreement is completed and

accepted by the State. The State shall release any amounts held as retainages after acceptance of the final Deliverable and determining that all defects discovered in any previously accepted Deliverable have been resolved to its satisfaction. Payment retention (retainage) shall apply to all invoiced items, regarding the Website Customization and Application & Interface Changes, excepting only such items as the Contractor obtains from third parties and for which costs are chargeable to the State by agreement of the Parties. The State, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Deliverables or services identified or associated with such invoices; or upon completion and its acceptance of Contractor's performance under an agreed project plan prior to system completion and acceptance.

SECTION - 5 USE OF SOFTWARE. "Use" in the context of Computer Software execution and operation in this Section 5 includes storing, loading, installing, executing or displaying Software or its data on a Computer, processor or controller.

- 5.1** Contractor grants the State a non-transferable and non-exclusive right to use and access, during the term of this Agreement and paid subscription, for the number of State users agreed upon in the SOW or as may otherwise be agreed upon by the Parties, all Web-based Software Applications and related storage, Computer Data Bases, documentation, and other functionalities or services provided with the Software to facilitate the use of the Software furnished or accessible under this Agreement. The State is authorized to access State data and Contractor provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State data and shall include the right to, and access to, any upgrades, updates, releases or other enhancements or modifications made generally available to Contractor's customers or tenants of the same or similar Web-based Software Applications and services provided herein without the Contractor requiring a separate maintenance or support agreement. The State may use the Web-based Software Applications with any Computer, Computer system, server, or desktop workstation owned or utilized by the State. User access to the Web-based Software Applications services shall be routinely provided by the Contractor. Use of the Web-based Software Applications to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the services to perform its usual and governmental functions. If the Web-based Software Application fees are based upon the number of users and/or hosted instances, the number of users/hosted instances available may be adjusted at any time by mutual agreement of the Agency and the Contractor and procurement approval from the Rhode Island Division of Purchases.
- 5.2** The State's license for the Web-based Software Application and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Contractor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Web-based Software Application unless otherwise agreed to by the Parties. The provisions of this section will not be construed as a sale of any ownership rights in the Web-based Software Application unless, and only to the extent, Custom Software is being developed. Any Web-based Software Applications or technical and business information owned by Contractor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Contractor or other party, respectively provided that the State shall own Custom or Modified Software.
- 5.3** The Web-based Software Applications shall be in good working order and operating in conformance with Contractor's standard specifications and functions. The State shall notify the Contractor if the Web-based Software Applications are not in good working order or inaccessible during the term of the Agreement. Contractor shall, at its option, either repair or replace any Web-based Software Applications reported or discovered as not being in good working order during the applicable term of this Agreement without cost to the State. The Web-based Software Applications shall be available 24 x 7, with the exception of scheduled outages for maintenance approved by the Department, and except as may be mutually agreed by the Parties.
- 5.4** Contractor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Software or services being performed under this Agreement during the State's normal

business hours. Contractor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards.

- 5.5** Successful access by the State's users to the Contractor's Web-based Software Applications is required. Final acceptance is expressly conditioned upon such successful access and other requirements as specified herein.
- 5.6** Software or services provided pursuant to this Agreement may, in some circumstances, be accompanied by a clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "OK" or "AGREE" button on a dialog box or pop-up window as part of the process of access to the Software. All terms and conditions of any clickwrap agreement provided with any Software or services to be provided under this Agreement shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Software and/or services.
- 5.7** The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Contractor's Software licensees or under another hosted maintenance agreement attached herein.

SECTION - 6 USE OF SOFTWARE AND INFORMATION. "Use" in the context of Computer Software execution and operation in this Section 6 includes storing, loading, installing, executing or displaying Software or its data on a Computer, processor or controller.

- 6.1** The State agrees that any hosted Software or technical and business information owned by Contractor or its suppliers or licensors, the use of which is furnished to the State under this Agreement, shall be and remain the property of the Contractor, or other party, respectively.
- 6.2** All Software Modifications and information furnished to the State under this Agreement: (i) shall be used by the State only to install, operate or maintain the product for which they were originally furnished; (ii) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement; and (iii) shall, together with any copies except copies for the State's archival purposes containing the State's business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished.

SECTION - 7 ACCESS AVAILABILITY AND WARRANTY.

- 7.1** Contractor agrees that the Software will be available 24/7 (except for scheduled maintenance windows) and in accordance with the highest standards of the Contractor's industry and more specifically in accordance with any service level standards negotiated and agreed between the Parties as contained in the SOW.
- 7.2** Minimum warranties for any required State Software modifications or other Software implemented or provided by the Contractor shall include:
- 7.2.1** The Software will be in good working order and the Software shall remain accessible 24/7 or as specified herein.
- 7.2.2** The warranty shall begin upon successful production use and acceptance by the State. If no warranty period is specified, the warranty period shall be Contractor's standard warranty period for the Software, commencing the day of successful use.
- 7.2.3** If the State requires warranty service other than under this Agreement, it shall be agreed to in writing by the Parties at rates and terms set forth in such writing.
- 7.2.4** In addition to the warranty exclusions stated in this Agreement, Contractor does not warrant that the operation of the Software will be uninterrupted or error free, or that the Software functions will meet the State's requirements unless developed as Customized or Modified Software. The State assumes the risk of any damage or loss from its misuse or inability to use the Software.
- 7.2.5** For any Configurations, Customized or Modified Software, if any, provided pursuant to this Agreement, Contractor warrants that for a period of one year after the State accepts said Software,

it will operate and perform in accordance with the functions and specifications set forth in the RFP or otherwise set forth in this Agreement and be error free as the solution for the State. This express warranty applies only if the State implements the Customized or Modified Software.

- 7.2.6** Unless otherwise required by the State, Contractor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. This warranty shall be valid for ninety (90) days from the date Support is provided or performance of the service. Contractor warrants to the best of its knowledge that: (i) the licensed Software or Modifications, if any, and associated materials do not infringe any intellectual property rights of any third party; (ii) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party; (iii) the services will be provided consistent with and under the Software performance guarantees/warrantees herein.

SECTION - 8 SOFTWARE VERSION RETIREMENT.

- 8.1** Unless otherwise provided in the Contractor's standard agreement, Contractor retains the right to retire a version of the Web-based Software and stop providing subscription Support or annual maintenance, updates or services, upon providing one-hundred and eighty (180) days written notice to the State of its intent to do so. The decision to stop maintaining a version of the Software is the sole business discretion of Contractor and shall not be deemed a breach of contract as long as the Contractor provides the State with an updated version. If Contractor substantially retires the version of the Web-based Software services Software provided to the State and if the State has paid all applicable subscription fees (or other annual maintenance fees) subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, access to a newer version of the Web-based Software services that supports substantially the same functionality as the then accessible version of the Web-based Software services. Newer versions of the Software containing substantially increased functionality may be made available to the State for an additional subscription fee, but only if the Contractor continues to provide subscription Support to the State's current version.
- 8.2** Contractor may, at no additional charge, modify Web-based Software services to improve operation and reliability or to meet legal requirements.

SECTION - 9 SOFTWARE AND OTHER SUPPORT AND MAINTENANCE. Contractor will provide to the State the same services for maintaining, updating and continuing optimal performance for the Web-based Software services as provided to other similarly situated users of the Web-based Software services, but minimally as provided for and specified herein. Support will also be provided for any other (e.g., third-party) Software needed to implement the solution that may be located as an application on State client Computers. Maintenance and Support services may be negotiated as applicable relevant to the Contractor's submitted Proposal.

SECTION - 10 STATE DATA. The Contractor is responsible for the security of the State's proprietary or confidential information and for maintaining a procedure and process to reconstruct lost or altered files, data The Contractor will protect State data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality and will promptly provide the State data back to the State upon request, including but limited to, termination of this Agreement or cessation of business by the Contractor or other major event preventing Contractor from continuing to provide the services to be performed under this Agreement. The Contractor shall describe the manner in which it shall back up the State data.

SECTION - 11 AVAILABILITY OF FUNDS. Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Agreement. If this Agreement or any purchase order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is expressly contingent upon the appropriation, allocation, and availability of funds for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Contractor. If the Agreement is terminated under this paragraph, Contractor agrees to take back any affected Products and Software not yet delivered under this Agreement, terminate any services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Products and services accepted prior to the date of the aforesaid

notice in conformance with the payment terms of this Agreement.

SECTION - 12 ACCEPTANCE CRITERIA. Acceptance testing is required for all Contractor supplied Software and services unless provided otherwise in the SOW. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Contractor's technical representations. Acceptance of Software and services may be controlled by amendment hereto, or additional terms as agreed by the parties. In the event acceptance of Software and services is not described in the SOW or otherwise in the Agreement, the State shall have the obligation to notify Contractor, in writing and within ten (10) days following provision of any Deliverable described in the Agreement if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Software or services.

SECTION - 13 PATENTS, COPYRIGHTS, INTELLECTUAL PROPERTY.

- 13.1** All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this Agreement shall belong to the party that owned such rights immediately prior to the effective date of this Agreement (Pre-Existing Intellectual Property). If the Contractor's Software includes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Agreement.
- 13.2** Except for information created or otherwise owned by the State or licensed by the State from third-parties, including all information provided by the State to Contractor through the Software or for use in connection with the Software, all right, title, and interest in the intellectual property embodied in the Software, including the know-how and methods by which the Software is provided and the processes that make up the Software, will belong solely and exclusively to Contractor and its licensors, and the State will have no rights in any of the above except as expressly granted in this Agreement.
- 13.3** Subject to the terms of Section 14, Contractor shall defend, indemnify, and hold harmless the State, its directors, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim the Contractor-provided Software infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 13.4** Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (i) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (ii) be entitled to participate in the defense of any such claim at its own expense.
- 13.5** Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this section will not apply to the extent any third-party intellectual property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State

pursuant to section 13.2 or which were not approved by Contractor, including (i) the combination, operation or use of the service (including Software) or Deliverable in connection with a third-party product or service not introduced by the Contractor (the combination of which causes the infringement); or (ii) Contractor's compliance with the written specifications or directions of the State to incorporate third party Software or other materials which causes infringement.

- 13.6** Without limiting Contractor's obligations under Section 13.3, if all or any part of the Deliverable or service is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (i) shall procure for the State the right to continue using the item or service in accordance with its rights under this Agreement; (ii) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, complies with the item's specifications, and all rights of use and/or ownership set forth in this Agreement; (iii) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and complies with the item's or services' specifications and all rights of use and/or ownership set forth in this Agreement or (iv) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing Deliverable or item.
- 13.7** Except for any Pre-Existing Intellectual Property and third-party intellectual property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the Deliverables.
- 13.8** Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license. These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Agreement as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of

any open source license.

- 13.9** The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Agreement.
- 13.10** The Contractor shall not affix (or permit any third party to affix), without the State's consent, any restrictive markings upon any Deliverables that are owned by the State and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

SECTION - 14 INDEMNIFICATION.

- 14.1** Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for (i) tangible property damage, bodily injury and death, to the extent caused by or contributed to by the Contractor, and (ii) for the negligence, fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Agreement.
- 14.2** The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement.
- 14.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement.
- 14.4** The Contractor shall immediately notify the State of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a result of or relating to the Contractor's performance under this Agreement.

This Section entitled "Indemnification" shall survive the expiration or termination of this Agreement.

SECTION - 15 LIMITATIONS OF LIABILITY

- 15.1** Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Agreement, as follows:
- 15.1.1** For infringement of patents, trademarks, trade secrets and copyrights as provided in the Section entitled "Patents, Copyrights, Intellectual Property" of this Agreement;
- 15.1.2** Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

15.1.3 Without limitation for a data breach (as described in Sections 30-33); and

15.1.4 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Agreement where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed the total value of the Agreement. Third-party claims arising under the Section entitled “Indemnification” of this Agreement are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third-party claims arising under the Section entitled “Indemnification” of this Agreement shall be unlimited if the State is not immune from liability for claims arising under the Section entitled “Indemnification” of this Agreement.

15.2 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Agreement, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

SECTION - 16 RISK OF LOSS; TRANSFER OF TITLE. Risk of loss for conforming supplies, equipment and materials specified as Deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other Deliverables are received and accepted by the State. Title of all such Deliverables passes to the State upon acceptance by the State.

SECTION - 17 CONFIDENTIALITY. Subject to the Rhode Island Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1 *et seq.*, and any other applicable laws, all confidential or proprietary information, records and documentation relating to the State (including without limitation, any information or data stored within the Contractor’s Computer systems and Cloud Infrastructure) shall be held in absolute confidence by the Contractor. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (i) is lawfully in the public domain; (ii) has been independently developed by the other party without violation of this Agreement; (iii) was already rightfully in the possession of such party; (iv) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (v) which such party is required to disclose by law. Disclosure of any such information, records or documentation shall be subject to the provisions of SECTION 30 and Exhibit E.

SECTION - 18 EXCLUSIVE USE AND OWNERSHIP. Except as may otherwise be set forth in this Agreement, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the State or developed by Contractor relating to the Agreement, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor’s obligations hereunder. Each officer, employee and/or subcontractor to whom any of the State’s confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Agreement.

SECTION - 19 NOTIFICATION OF LEGAL REQUESTS. The Contractor shall contact the State immediately upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Agreement, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

SECTION - 20 TERMINATION AND TRANSITION OF DATA OWNERSHIP

20.1 In the event of a termination of the Agreement, the Contractor shall implement an orderly return of all State data, as set forth in this Agreement.

20.2 Upon the termination or expiration of this Agreement, Contractor agrees that any data, files, information, and/or derivative data files and confidential information or information of any kind provided by the State pursuant to this Agreement, shall not be retained by Contractor. Contractor shall immediately return to State all such data, files, information, and/or derivative data files and confidential information or information of any kind provided by State pursuant to this Agreement at no charge. Upon receipt of this data, State shall certify in writing that it has received the data and that it is complete. Upon receiving written certification from the State that all data has been returned Contractor agrees to immediately destroy all State data remaining on its system and to certify that action no later than 30 days from the date of destruction. Contractor agrees that no data, files, information, and/or derivative data files and confidential information or information of any kind provided by State pursuant to this Agreement or copies thereof or any derivative or subsets of the above, or any manipulated records/files, and/or any parts thereof, shall be retained when the aforementioned file(s) are returned or destroyed.

20.3 During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

20.4 The State shall be entitled to any post-termination assistance generally made available with respect to the services.

SECTION - 21 CHANGE CONTROL AND ADVANCE NOTICE. The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. With the State's written approval and without cost to the State, the Contractor may modify the functionality or features of the Software at any time, provided that the modification does not materially degrade the functionality of the Software or interfere with the State's use.

SECTION - 22 REDUNDANCY, DATA BACKUP AND DISASTER RECOVERY. The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the base period, and any option periods and at all times in connection with its required performance of those services. Any force majeure provisions of this Agreement do not limit the Contractor's obligations under this "Redundancy, Data Backup and Disaster Recovery" provision. The Rhode Island Division of Enterprise Technology Strategy and Service requires a Hotsite to provide data processing services to its users in the event its own site(s) or systems operating therein unexpectedly become non-operational for an extended length of time. The Contractor must provide connectivity to the State's Hotsite and participate in the State's testing of the system. The Contractor will be responsible for restoring systems within 24 hours at the time of a disaster. All fees associated with providing this support must be identified. Contractor must describe the Disaster Recovery plan for the remotely hosted pharmacy system in the event the remote site or systems become non-operational. The Contractor will be responsible for restoring systems and re-establishing connection within 24 hours of a disaster. The Contractor must provide a full description of its Disaster Recovery process including testing methodology. A disaster call list and problem escalation list with names and contacts and

procedures must be provided. Any and all fees associated with this testing must be identified. Contractor must also make its Business Continuity plan available upon request.

SECTION - 23 EFFECT OF CONTRACTOR BANKRUPTCY. All rights and licenses granted by the Contractor under this Agreement are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Agreement, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (i) subject to the State’s rights of election, all rights and licenses granted to the State under this Agreement shall continue subject to the respective terms and conditions of this Agreement; and (ii) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Agreement.

SECTION - 24 RHODE ISLAND LAW PREVAILS. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Rhode Island.

SECTION - 25 AGREEMENT MODIFICATIONS. This Agreement may be amended only by a writing signed by both the State and Contractor. Additionally, no out-of-scope work shall be performed without the formal issuance of a change order by the Division.

SECTION - 26 TERMINATION FOR DEFAULT. If the Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State’s option, become the State’s property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. In the event any Deliverable furnished by the Contractor fails to conform to any material requirement of the specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Contractor fails to meet the State’s acceptance requirements, the State may cancel and procure the articles or services from other sources; holding Contractor liable for any excess costs occasioned thereby. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. If Contractor fails to deliver Deliverables within the time required by this Agreement, the State may provide written notice of said failure to Contractor, and by such notice require payment of a penalty. Should the State fail to perform any of its obligations upon which Contractor’s performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to the State’s failure provided that, if the Contractor claims the State’s action or inaction caused the Contractor to miss a Milestone Schedule Due Date contained within the SOW, the Contractor must have given the State reasonable advance notice as provided in Section 38. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor’s Proposal that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

SECTION - 27 TERMINATION FOR CONVENIENCE. The performance of work under this Agreement may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination, and all

reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

SECTION - 28 SUBCONTRACTING AND ASSIGNMENT. The Contractor may not subcontract any portion of the Products or services provided under this Agreement without obtaining the prior approval of the Rhode Island Division of Purchases, nor may the Contractor assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the Rhode Island Division of Purchases, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Agreement and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors. The Contractor shall identify all of its strategic business partners related to Products or services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

SECTION - 29 INSURANCE REQUIREMENTS. The Contractor shall maintain workers' compensation coverage, property and casualty insurance, cyber liability insurance, and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Agreement by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Agreement, and continuing for the duration of the Agreement term, and any applicable renewal and transition periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Agreement renewal, whichever is earlier, to the State. The Contractor is required to notify the State in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation and/or nonrenewal. The State shall be included as an additional named insured on the property and casualty policy and as required in the RFP.

SECTION - 30 CONFIDENTIALITY AND BREACH OF CONFIDENTIAL INFORMATION.

30.1 As stated in SECTION 17, Contractor shall not use or disclose any information or data it receives from State or pursuant to this Agreement and **Exhibit E**, except as expressly stated in this Agreement to carry out the purposes of this Agreement or as authorized in writing in advance by State.

This Section shall expressly survive the expiration or termination of this Agreement.

30.2 Data Location. Unless expressly approved otherwise by the State in writing, the Contractor shall provide its services to the State and its end users solely from data centers in the United States ("U.S."). Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal Computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support.

SECTION - 31 SUSPENSION OF WORK. The Rhode Island Division of Purchases unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the State may determine to be appropriate for the convenience of the State.

SECTION - 32 NONVISUAL ACCESSIBILITY WARRANTY. The Contractor warrants that the information technology to be provided under the Agreement (i) provides equivalent access for effective use by both visual and non-visual means; (ii) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (iii) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (iv) is available, whenever possible, without modification for compatibility with Software and Hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with Software and Hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Agreement, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

SECTION - 33 COMPLIANCE WITH LAWS/ARREARAGES. The Contractor hereby represents and warrants that:

- 33.1** It is qualified to do business in the State of Rhode Island and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 33.2** It is not in arrears with respect to the payment of any monies due and owing the State of Rhode Island, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- 33.3** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
- 33.4** It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

SECTION - 34 CONTINGENT FEE PROHIBITION. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Agreement.

SECTION - 35 DELAYS AND EXTENSIONS OF TIME. The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of the Agreement with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers. The Contractor shall give the State reasonable advance notice of any delay being caused by any other persons or entities, including the State, which the Contractor believes will or will likely cause the Contractor to fail to satisfy a Milestone Due Date specified in the SOW or Milestone Due Date otherwise specified by mutual agreement of the Parties, and/or delivery of the System.

SECTION - 36 RETENTION OF RECORDS. The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Agreement for three (3) years after final payment by the State under this Agreement, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State at all reasonable times. The Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Agreement. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Agreement are to be retained for the entire time provided under this section. This provision shall survive expiration of this Agreement.

SECTION - 37 RIGHT TO AUDIT.

- 37.1** The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Agreement. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, Statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

- 37.2** Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify conformance to the terms of this Agreement. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Agreement.
- 37.3** Contractor and/or subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.
- 37.4** The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or subcontractors and that provide essential support to the services provided to the State under this Agreement. Contractor and/or subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

SECTION - 38 ADMINISTRATIVE INFORMATION.

- 38.1 Agreement Manager.** The day-to-day work to be accomplished under this Agreement shall be performed under the direction of the State's Agreement Manager and, as appropriate, the Chief Purchasing Agent within the Rhode Island Division of Purchases. All matters relating to the interpretation of this Agreement shall be referred to the Agency Director for determination.
- 38.2 Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

Name, Title	Mailing Address	Email Address/ Telephone
(State Agreement Manager)		
(State CISO)		
(State Purchasing Agent)		
(Contractor)		

SECTION - 39 SEVERABILITY/COUNTERPARTS. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement.

For the CONTRACTOR:

For the STATE OF RHODE ISLAND:

Name:

Title:

Date

Name:

Title:

Date

EXHIBIT A

State of Rhode Island Procurement Regulations Appendix A - General Conditions of Purchase

<http://www.purchasing.ri.gov/RIVIP/publicdocuments/RULES2011/ATTA.pdf>

EXHIBIT B

Request for Proposals # XXXX

EXHIBIT C

Statement of Work

[This SOW is a template and will be negotiated and finalized based on Contractor's Proposal]

- A. POINTS OF CONTACT.** The State and Contractor will each assign a single point of contact with respect to this Statement of Work (“SOW”). It is anticipated that the contact person will not change during the term of the Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. The single point of contact for each party is set forth in the table below:

Name, Title	Mailing Address	Email Address	Telephone
(State)			
(Contractor)			

- B. ACCEPTANCE OR REJECTION PROCESS.** Contractor will submit the required Deliverables specified in this SOW, or any Task Order entered into hereunder, to the Agency Project Manager for approval and acceptance. Agency will review work product for each of the Deliverables and evaluate whether each Deliverable has clearly met in all material respects the criteria established in this Agreement and the relevant Task Order specifications. Once reviewed and favorably evaluated, the Deliverables will be deemed acceptable. Within ten (10) working days of receipt of each Deliverable, the Agency Project Manager will notify Contractor, in writing, of the acceptance or rejection of said Deliverable using the acceptance criteria specified in this Section and associated with the Task or Deliverable specifications in this Agreement. A form signed by Agency shall indicate acceptance. Contractor shall acknowledge receipt of acceptance forms in writing. Any rejection will include a written description of the defects of the Deliverable. If Agency does not respond to the submission of the Deliverable, within five (5) working days of Agency’s receipt of each Deliverable, Contractor shall provide a reminder notice to the Agency Project Manager. If Agency fails to reject a Deliverable within five (5) business days after Agency’s receipt of the reminder notice, the Task or Deliverable is deemed accepted. If Agency rejects a Deliverable, Contractor will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverable to the State. Agency will then have an additional 5 (five) business days from receipt of the updated Deliverable to notify Contractor, in writing, of the acceptance or rejection of the updated Deliverable. Any such rejections will include a description of the way in which the updated Deliverable fails to correct the previously reported deficiency. Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, Contractor will use reasonable efforts to provide a prompt correction or workaround.

- C. PROJECT MANAGEMENT PROJECT MANAGERS.** Contractor and Agency must notify the other party’s Project Managers of any change in the name, address, phone number, or email address of their respective Project Manager. The Project Manager for each party is set forth in table below:

Name, Title	Mailing Address	Email Address	Telephone
(State)			
(Contractor)			

D. PROJECT MANAGER DUTIES.

- D.1.** Agency’s Project Manager will: (i) Work closely with Contractor Project Manager to ensure successful completion of the project; (ii) Consult with Contractor Project Manager to develop the Project Management Plan; (iii) Review weekly status reports and schedule weekly meetings with Contractor, as necessary; (iv) Coordinate participation from other agencies as required during the engagement; (v) Acquire Agency project team members as needed; and (vi) Coordinate Agency’s review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.
- D.2.** Contractor’s Project Manager shall perform project management on behalf of Contractor for this engagement. Contractor’s Project Manager will: (i) Be responsible for administering this Agreement and the managing of the day-to-day operations under this Agreement; (ii) Serve as an interface between the Agency Project Manager and all Contractor personnel participating in this engagement; (iii) Develop and maintain the Project Management Plan, in consultation with the Agency Project Manager; (iv) Facilitate regular communication with the Agency Project Manager, including weekly status reports/updates, and review the project performance against the project plan. Facilitate weekly project status meetings for the duration of the engagement; (v) Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement; (vi) Sign acceptance forms to acknowledge their receipt from Agency; and (vii) Be responsible for the management and deployment of Contractor personnel.
- D.3.** The Project Managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to their respective supervisors.

E. AMENDMENTS TO THE SCOPE OF WORK. This SOW may be amended prior to the termination of the Agreement. The Project Manager who would like to request a change in scope for this engagement or any other terms contained within the SOW, will provide the suggested amendment in writing to the other party’s Project Manager. The Parties may mutually agree to the change in the SOW by executing a written amendment in accordance with Section 25 of the Agreement provided that the Rhode Island Division of Purchases must expressly approve any amendment that will (i) have a net result of expanding the scope of work to be performed by the Contractor under this Agreement by more than 10% or (ii) result in total payments being made or owed to the Contractor under this Agreement that will exceed the do no exceed amount contained in Section 4.1 of the Agreement.

F. PERSONNEL.

F.1. Key Personnel. Contractor agrees to provide the following personnel for the following amounts of time for the duration of this project:

Staff Members	Role	Time Commitment expressed as percentage of full time

Contractor shall assign all of the foregoing personnel to this engagement on the time basis set forth in the table above. In the event that a change is necessary, Contractor Project Manager will provide prompt written notice to Agency Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the Contractor Project Manager shall provide the Agency Project Manager two-week written notice. For personnel changes that result from an emergency, Contractor Project Manager shall provide prompt written notice to Agency Project Manager. Agency Project Manager has the right to accept or reject all personnel.

F.2. Equipment, Work Space, Office Supplies. Agency will provide [workspace, cubicles, standard office equipment, and standard network connectivity provided to State employees] for Contractor team members working on-site for activities defined by this SOW or in the relevant Task Order. Contractor will submit a list of employees who will need access to the building and to State systems before execution of this SOW. Any Contractor employees who have access to IT resources must comply with the State’s “Acceptable Use Policy” or any alternative Acceptable Use Policy adopted by the Agency.

G. TASKS AND DELIVERABLES. [Will be finalized following review of Contractor’s Proposal].

G.1. Fixed Price Tasks and Deliverables. For the Fixed Price Tasks and Deliverables of this SOW, Contractor shall perform Tasks or deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before Milestone Schedule date set forth in the table below. [Table will be finalized following review of Contractor’s Proposal].

Deliverable or Task Number	Deliverable or Task Name	Description and Metrics of Acceptance	Milestone Schedule (Due Date)
	Implementation Kick-off	[For each Deliverable or Task, describe Deliverable and list metrics for acceptance]	
	Software Licensing		
	Requirements Gathering		
	Business Requirements Documents Sign-off		
	Solution Design Sign-Off		
	Implementation Plan sign-off		
	Development Environment Complete		
	Training Plan complete		
	User Acceptance Testing Sign-off		

	Successful Deployment of Production Environment		
	User Training Complete		
	90 day review and sign-off by State		
	Maintenance/ Support		

G.2. Fixed Price Payments for Tasks and Deliverables. A Deliverable or Task will be considered “completed” when Agency has determined that the acceptance criteria for that specific Deliverable or Task has been met as specified in the table below or the relevant Task Order, and elsewhere in this Agreement. Contractor agrees to invoice the State for the Deliverables or work completed per the requirements set forth in this SOW and the relevant Task Order. Agency will make payments to Contractor only after receiving an accurate invoice for Tasks and Deliverables completed and accepted. Payments for specific Tasks and Deliverables shall be made in accordance with the table below. [Table will be finalized following review of Contractor’s Proposal]

Fixed Price Deliverables and Tasks

Deliverable or Task Number	Deliverable or Task Name	Milestone Payment
	Deliverables will correspond to section G.1	

EXHIBIT D

Contractor's Proposal in Response to RFP # XXXXXX

EXHIBIT E –
BREACH OF CONFIDENTIAL INFORMATION

1. **Certain Definitions.** For the purposes of this Exhibit the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
2. **“Applicable Data Protection Laws”** means all federal (including, but not limited to HIPAA and its implementing regulation) state, local and foreign laws, rules, regulations, directives and governmental decisions applicable to the collection, use, storage, hosting and/or disclosure of PI (as defined below) including, without limitation, R.I. Gen. Laws § 11-49.3-1 *et seq.* and the Driver Privacy Protection Act.

“Third Party” means any third party that Contractor has contracted with for the performance of its obligations under the Agreement that State has approved, including Contractor’s affiliates and subcontractors.

“Data Security Breach” means the loss of, disclosure of, unauthorized access to or acquisition of PI in Contractor’s custody or control or a Third Party.

“Personal Information” or **“PI”** means that information defined in Applicable Data Protection Laws, as applicable, and, for the purposes of this Exhibit, PI shall also refer to the State’s confidential records, information and/or data which is not subject to disclosure under the Access to Public Records Act as solely determined by the State.

3. **Contractor’s Obligations**

- A. Contractor will comply with all Applicable Data Protection Laws in connection with the performance of its obligations under the Agreement and this Exhibit.
- B. Personal Information received by us will be processed, maintained and protected by us in accordance with Applicable Data Protection Laws and this Agreement.
- C. Contractor will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known by us for the unauthorized use, access or disclosure of PI in violation of this Exhibit and will take reasonable measures to prevent a reoccurrence.
- D. Contractor will ensure that any agent, including a subcontractor to whom it provides or transmits PI, including electronic PI, agrees to restrictions and conditions that apply through this Exhibit to us with respect to such information.
- E. Subject to applicable confidentiality concerns, in compliance with and to the extent permitted by Applicable Laws and Applicable Data Protections Laws, and to the extent permitted by law enforcement direction, in the event of a Data Security Breach of which Contractor has actual knowledge we shall:
 - i. Report to the State the existence of such a Data Security Breach without unreasonable delay and in any event no later than eight (8) hours after the discovery of such breach;
 - ii. Promptly make available to State the relevant details of the Data Security Breach;
 - iii. Make more complete and detailed information available to the State as it becomes available to Contractor;
 - iv. Reasonably co-operate with the State in connection with the remediation of any such Data Security Breach;
 - v. Reasonably co-operate on any public disclosures related to the Data Security Breach;
 - vi. Conduct a complete investigation into the Data Security Breach, including paying for an independent third party firm acceptable to State to analyze the incident and determine the cause and extent of the breach, which report shall be provided to the State.
 - vii. Provide written notice to the individuals whose PI was impacted by the Data Security Breach, or reimburse State for all direct out of pocket and commercially reasonable costs it incurs in providing

such notice including without limitation (i) paying for postage and copying of State's legally required notices; (ii) offering to the affected individuals and providing, to those who elect to receive it, one (1) year of credit monitoring services and credit freeze at Contractor's expense; (iii) paying for costs associated with fines and forensic investigations; and (iv) ensuring Contractor is equipped to handle impacted inquiries enquiries related to the Data Security Breach.

For security reasons, any disclosure from Contractor to State as contemplated in this Exhibit may include information specifically designated as confidential and shall be treated by State as such.

Return or Destruction of Documents. Unless required by Applicable Data Protection Laws to retain PI or this Agreement, upon any termination or expiration of the Agreement will return or destroy any documents, materials or media that contain PI in accordance with Applicable Data Protection Laws. If Contractor elects to destroy all PI we shall, if requested by State to certify in writing to State that such PI has been destroyed.

Agreed and Acknowledged by the CONTRACTOR:

Name: _____

Title: _____

Date: _____