



REQUEST FOR PROPOSALS
TELEPHONE SYSTEM SERVICE AND MAINTENANCE
AND EQUIPMENT PURCHASE
RHODE ISLAND CONVENTION CENTER
AMICA MUTUAL PAVILION

TABLE OF ARTICLES

- | | |
|-------------------------------|--|
| 1. DEFINITIONS | 5. FORM OF AGREEMENT BETWEEN
SMG AND RESPONDENT |
| 2. CRITICAL DATES | 6. SCOPE OF WORK |
| 3. PROCEDURES | 7. NEW EQUIPMENT PURCHASE |
| 4. CONSIDERATION OF RESPONSES | |

ARTICLE 1

DEFINITIONS

- 1.1 **Request For Proposals (RFP)** Consists of the Invitation to Bid and the Instructions to Respondents.
- 1.2 A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- 1.3 A **Respondent** is a person or entity who submits a Response.
- 1.4 **Financial Terms** means the amount of compensation to be received by Vendor as evidenced by the Contract Documents, during the contract time.
- 1.5 **Work** is the services to be performed by the successful Respondent as outlined in Article 6 Scope of Work and Article 7 Purchase of telephone-related equipment.
- 1.6 The **Rhode Island Convention Center Authority (RICCA)** is the owner and operator that oversees the management of the Rhode Island Convention Center and the AMICA Mutual Pavilion
- 1.7 The **Rhode Island Convention Center and the AMICA Mutual Pavilion (Center)** are the locations where the work is to be performed.
- 1.8 **SMG** is the business firm that manages the Rhode Island Convention Center and Amica Mutual Pavilion for the Rhode Island Convention Center Authority.
- 1.9 **Event** is the period of time during which the Centers are occupied by licensees.
- 1.10 **Vendor** is the organization with whom SMG contracts to provide the **Telephone System Service and Maintenance and Phone Related Equipment Purchase** at the Center.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Potential bidders must attend the mandatory pre-bid walk-through meeting to be held on Monday April 1, 2024, at 11:00am,

Located at the Rhode Island Convention Center 2nd floor administration boardroom, 1 Sabin Street, Providence, RI 02903.

Respondents Notification: Friday March 22, 2024

Mandatory Pre-Bid Walk-Through: Monday April 1, 2024, 10:00am

RFI Questions due Monday April 8, 2024, by 10:00am

RFI Questions answered Friday April 12, 2024, by 2pm

Response Due Date: Friday April 19, 2024 by 2:00pm

Commencement: TBD

ARTICLE 3

PROCEDURES

3.1 FORM AND STYLE OF RESPONSES

3.1.1 Responses must include the following:

- a. Company History/Qualification. Provide a detailed history of Respondent and a statement of qualifications including a description of comparable services provided for comparable projects including dates.
- b. If the Respondent is a Minority Business Enterprise certified by the Rhode Island Department of Economic Development, the Response should so indicate.
- c. References. Provide five (5) references on the attached sheet stating name, title, company, address and telephone number and total value of services performed for each reference, and length of contract services (i.e. 3 years).

3.1.2 All Responses shall be typewritten without erasures or deletions.

3.1.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation, or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Rhode Island as a foreign corporation. A Response submitted by an agent

shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

3.2 PROPOSED TERM OF THE BID

3.2.1 All costs must be identified on the supplied bid sheet.

3.2.2 Respondent shall propose a Fixed Fee proposal to provide all the Work as described herein. Respondent may also propose a Fixed Fee proposal for multiple services. RICCA reserves the right to choose the alternative which in its estimation is in the best interest of SMG and RICCA.

3.3 SUBMISSION OF RESPONSES

3.3.1 Submit three (3) properly executed responses, including three (3) thumb drive copies in a 9 x 12 sealed opaque envelope. The envelope shall be identified with the Respondent name, address, and the type of Response: **Telephone System Maintenance and Phone Related Equipment Purchase** and the proposal due date to the following address:

**Rhode Island Convention Center
One Sabin Street
Providence, Rhode Island 02903
Attention: Howard Allen, Purchasing Manager**

3.3.2 **SEALED RESPONSES shall be submitted no later than 200 p.m., E.S.T. on the response due date. Immediately thereafter, Responses will be opened and read. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.**

3.3.3 Submission of a response signifies careful examination of the RFP and the complete understanding of the nature, extent, and location of the Work to be performed.

3.3.4 Oral and or e-mailed Responses are invalid and will not receive consideration.

3.4 CLARIFICATION

3.4.1 Each Respondent shall carefully examine all RFP documents and related materials, addenda, or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Proposal.

3.5 MODIFICATION OR WITHDRAWEL OF RESPONSE

3.5.1 A Response may not be modified, withdrawn, or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent agrees to submit a Response.

3.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice of the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.

3.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

3.6 DUE DILIGENCE

3.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

3.7 CONDITIONS AND LIMITATIONS

3.7.1 The Proposals and any information made as a part of the Proposals will become part of SMG and RICCA's official files without any obligation to SMG and RICCA's part to return them to the individual Respondent(s).

3.7.2 This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between SMG and Respondent resulting from this solicitation.

3.7.3 Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of SMG, RICCA, or the State of Rhode Island for the purposes of influencing consideration of a proposal.

3.7.4 Right to Reject Any and All Proposals: Whenever the Authority deems it to be in the Authority's best interest, the Authority reserves the right, in its sole discretion, to cancel this RFP, to reject any and all proposals, to waive minor irregularities or informalities in a proposal; to re-solicit; and to proceed in a manner other than awarding a contract under this RFP. The Authority will not waive, however, the requirement that qualifications and proposals be received by the Authority prior to the deadline for submission

ARTICLE 4

CONSIDERATION OF RESPONSES

4.1 OPENING OF RESPONSES

4.1.1 To be considered for the award, a Respondent must be experienced and regular in the business of providing the Scope of Work required by the RFP and must have a business phone and be available for consultation.

4.2 REJECTION OF RESPONSES

4.2.1 SMG shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

4.3 ACCEPTANCE OF A RESPONSE

4.3.1 It is the intent of SMG to award a Contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of SMG and RICCA, provided the Response has been submitted in accordance with the requirements of the RFP. SMG shall have the right to accept the Response which in SMG's judgment, is in the best interests of SMG and RICCA.

4.3.2 Following the evaluation of written proposals, Respondent(s) may be requested to offer an oral presentation to SMG. Failure to comply with such a request will disqualify Respondent from consideration.

4.4 TIME OF AWARD

4.4.1 Responses will be irrevocable for thirty (30) days from the date of opening. It is the intent of SMG to enter into contract negotiations with the Respondent under consideration for the provision of first-class **Telephone System Maintenance and Specified Phone Related Equipment Purchase** of the highest quality obtainable.

4.4.2 This RFP does not commit SMG to the awarding of a Contract.

4.4.3 The RICCA or SMG will not be liable for any costs incurred in the preparation and presentation of the Response.

ARTICLE 5

FORM OF AGREEMENT BETWEEN SMG AND RESPONDENT

5.1 The successful Respondent will be required to enter into a written Contract with SMG.

5.2 MINORITY BUSINESS ENTERPRISE

5.2.1 SMG may, after considering the financial impact to SMG and RICCA, prior to making a final determination of award, apply special consideration to the offer of Minority Business Enterprises in accordance with the Rhode Island General Laws and the applicable regulations.

5.2.2 A Minority Business Enterprise shall mean a small business concern owned and controlled by one or more minorities or women and is certified by the Rhode Island Department of Economic Development to meet the definition established by Rhode Island law.

5.3 EVALUATION CRITERIA

5.3.1 The successful Respondent shall be determined by the following criteria:

5.3.1.1 Respondents must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise, experience, financial soundness, and integrity.

5.3.1.2 Respondents and personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.

5.3.1.3 Respondents must demonstrate that Jobs of similar scope and/or magnitude have been successfully maintained.

5.3.1.4 Responses will be evaluated on the basis of the above and the relative merits of the proposal, in addition to price.

5.3.1.5 SMG reserves the right to award the Contract on the basis of the initial Response.

ARTICLE 6

SCOPE OF WORK

We require the successful Proposer to maintain a local service department within a 60-mile radius of the Complex. Respondent shall perform Telephone System Maintenance Services for SMG at the Rhode Island Convention Center and AMICA Mutual Pavilion (Complex). This scope of service will provide a continuous and comprehensive program of preventative and predictive maintenance coverage. To include all labor and materials for the following equipment belonging to the Complex, including specific new equipment to be purchased noted on this RFP.

6.1.1 Provide the Center with Repair/ Replacement Labor & Material coverage for all the Equipment identified in Articles 6 and 7 Scope of Work, unless otherwise noted.

6.1.2 Provide preventive and corrective maintenance in accordance with a program of standard maintenance routines as determined by experience, equipment application, building requirements, and the manufacturer's recommendations.

6.1.3 Provide On-Line Systems Troubleshooting and Diagnostics. The contractor will also provide system and software troubleshooting and diagnostics via modem.

6.1.4 Furnish and install annual Insight software and documentation updates to maintain or improve present performance within the functional capabilities of the system at the Rhode Island Convention Center and Amica Mutual Pavilion.

6.1.5 Backup the Insight graphics database twice per year and after any major system changes or upgrades. In the event of hardware failure, Vendor will reload the graphics database and system file from the Vendors current backup copy.

6.1.6 Provide annual firmware and documentation updates to field panels.

6.1.7 Backup each field panel database and system files quarterly. In the event of memory loss, Vendor will reload the database from the most current backup copy.

6.1.8 Provide field panel diagnostics, analyze the results, and make recommendations to optimize building control performance within the functional limits of the system at the Rhode Island Convention Center and Amica Mutual Pavilion.

6.1.9 Provide semi-annual control loop analysis and optimization. Evaluations and tuning of the 10 critical control loops to maintain system control to peak efficiency as building and mechanical system characteristics change, followed up by a written report of recommendations and corrective actions.

6.1.10 Provide 16 hours annually to change, modify and/or add additional points, code, control, strategies, graphics, or applications to optimize building control performance and control integration within the complex.

6.1.11 Repair or replace failed or worn components to minimize obsolescence and to maintain the system in peak operating condition. Components that are suspected of being faulty shall be repaired or replaced in advance to prevent system failure. Labor and material costs shall be included within the scope of this technical support program. Provide at no cost, all material within the scope of the technical support program. This shall mean including material that may have failed and diagnosed as failed outside of a regular workday. (Monday through Friday; 8:00am-5:00pm)

6.1.12 Provide two (2) hours on-line response time and four (4) hours on-site response time. The Center will determine emergencies. Non-emergency calls, as determined by the Center, will be incorporated into the next scheduled visit.

6.1.13 Provide documentation of each on-line and on-site service call and furnish SMG with a copy showing time, date, and a brief description of activity. Work orders for on-site systems preventive maintenance will list the inspection date, equipment identification, equipment location, work to be performed, and any special instruction.

6.1.14 Provide the Director of Facilities with a comprehensive planned maintenance program schedule. It is understood, from time to time, the schedule may be flexed to provide emergency service to other clients when required.

6.1.15 Provide a minimum of 12 8-hour monthly visits annually to perform all scheduled preventative maintenance, address programming errors, failed points, equipment malfunctions and training.

ARTICLE 7

7.1.1 New equipment purchase

Mitel and related equipment:

Amica Mutual Pavilion:

- (1) PWR CRD C13 10A 125V-NA Plug
- (2) 1 Port PRI for EX Cont.
- (1) EX Controller 16/120G Dual PS
- (1) 6900/6800 Wall Mount Kit (10 Pack)
- (1) S720 USB AC Adapter
- (1) AG4124 Universal (w/o AC cord (Ready to Order)
- (21) 6920w Mitel IP Phone
- (31) 6930w Mitel IP Phone
- (1) BT Speakerphone

Providence Bruins Upgrade:

- (1) SWA Adv 1y MiVBus System
- (52) SWA Adv 1y MiVBus User
- (1) SWA Adv Reenl MiVBus System
- (52) SWA Reenl MiVBus User

Dell Coverage:

- (1) Dell R430 extended support for 3-Years.

Rhode Island Convention Center Upgrade:

- (4) PWR CRD C13 10A 125V-NA Plug
- (2) 1 Port PRI for EX Cont.
- (1) EX Controller 16/ 120G Dual PS
- (4) AG124 Universal (w/o AC cord) (Ready to Order)

Meraki Upgrades:

- (1) Meraki MS250-24P Ethernet Switch-24 Ports-Manageable-Gigabit Ethernet, 10 Gigabit Ethernet-10/100/1000Base
- (1) Meraki Enterprise + 3 Years Enterprise Support-Subscription License-1 Switch- 3 Year
- (4) Meraki MS120-24P Ethernet Switch-24 Ports-Manageable-Gigabit Ethernet- 10 /100/1000Base
- (4) Meraki Enterprise + 3 Years Enterprise Support-Subscription License-1 Switch- 3 Year

(2) Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 127W PoE Switch- 8 Ports- Manageable -Gigabit Ethernet

(2) Meraki Enterprise + 3 Years Enterprise Support-Subscription License- 1 Switch- 3 Year

(5) Meraki 1000Base LX10 Single-Mode- For Data Networking, Optical Network- 1 x 1000Base-LX10 Network

7.2 USE OF FACILITIES

7.2.1 The Vendor's employees must check-in and exit the Center at the designated security door only.

7.2.2 The Vendor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.

7.2.3 The Vendor shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Vendor, while on the Center's grounds must also observe any safety requirements imposed by SMG.

7.3 LENGTH OF CONTRACT

7.3.1 The Contract under which these privileges shall be granted will be for the term of (3) years. At the conclusion of term, RICCA/SMG shall retain the option to renew the Contract, subject to the mutual agreement of both parties, for not more than two (2) additional terms of one (1) year in length under the provisions agreed herein. RICCA/SMG shall reserve the right to terminate this contract at any time on thirty (30) days' notice, without penalty.

7.3.2 Vendor shall understand that legislation passed by the State of Rhode Island, during the Contract Term, to decrease or regulate prices may cause the parties hereto to re-negotiate or adapt the Agreement to the laws as they are written.

7.4 BONDING

N/A

7.5 INSURANCE

7.5.1 During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by SMG, authorized, and licensed to do business in the State of Rhode Island and rated not less than "A-" by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, the Center, RICCA, the State of Rhode Island and their employees, agents, officers and directors as additional insureds on a primary and non-contributing basis there under and a waiver of subrogation in favor of all

additional insureds shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to SMG prior to the Commencement of the Term. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days' prior written notice to SMG, such prior notice being mandatory. The Vendor will provide SMG with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:

- a. Comprehensive General Liability coverage in the amount of \$2,000,000 in the aggregate and \$1,000,000.00 each occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable. The Comprehensive Liability insurance shall cover the vendor, SMG, the Center, RICCA, the State of Rhode Island and their respective employees, agents, officers and directors from and against any claim arising out of personal injury and/or property damage as a result of the operations of the Vendor or its failure to comply with the terms and provisions of the Contract. Such policy or policies for the insurance shall include coverage for claims of any persons as a result of incidents directly or indirectly related to the employment of such persons by the Vendor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Contract.
- b. Worker's Compensation Coverage, as statutorily required by the State of Rhode Island, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
- c. Excess Liability Coverage in the amount of \$5,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employees' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.
- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.
- e. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the Center upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property. Such insurance shall provide coverage for the personal property of others in the care, custody and control of the Vendor that is used by the Vendor for the Wor

7.6 INDEMNIFICATION

7.6.1 The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and save harmless RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.

7.6.2 In any and all claims against SMG, the State of Rhode Island, RICCA and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.7.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

7.7 LABOR

7.7.1 Vendor shall provide, at its own expense, qualified or licensed labor in the applicable trades.

7.7.2 Employees shall be uniformly dressed, clean and neat in appearance. All employees must display identification prominently while on the Center premises.

7.7.3 All employees shall be qualified and professionally trained in the handling and use of all Equipment used in and around the Center.

7.7.4 RICCA has the right of approval of any and all Vendor employees.

7.7.5 SMG has the right to assign and adjust all work hours and schedules not to impact any Events at the Center.

7.7.6 **Equal Employment Opportunity Compliance** – The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375. Affirmative action plans shall be submitted by the Vendor to the RICCA, if required. A vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.

7.7.7 **Prevailing Wage Requirement** – In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the prevailing rate of per diem wages and general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workmen needed to execute this Work is a requirement for both contractors and subcontractors for all public works.

7.7.8 **Drug-Free Workplace Requirement** – In Accordance with Executive Order No. 91-14, Vendor shall abide by Rhode Island's drug-free workplace policy and the Vendor shall so attest by signing a certificate of compliance.

7.8 PERMITS, LICENSES AND LAWS

7.8.1 Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense.

7.8.2 Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, the RICCA and SMG and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

BID SHEET

Name of Company or Corporation and or LLC

Company Address: _____

State and Date of Incorporation: _____

Project Manager to be Assigned: _____

PRINCIPALS AND/OR MEMBERS OF CORPORATION

_____	_____
_____	_____
_____	_____

Purchased equipment total price \$ _____ and attach an itemized price list.

Service and Maintenance Pricing (yearly):

Service and Pricing (quarterly):

Hourly Rates: ST _____ OT _____

Signature: _____ Date: _____

REFERENCES

In the space provided below please enter company references and contact personnel with phone numbers for jobs similar in nature to the type of work required for the Rhode Island Convention Center.

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____