



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: OWNER'S PROJECT MANAGEMENT SERVICES FOR CPF GRANT REC CENTER RENOVATIONS

Procurement/MinuteTraq #: 44394

Date to be opened: 4/8/2024

Issuing Department: Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Ben Lobaugh
 - Title: Capital Improvements Project Manager
 - Email Address: blobaugh@providenceri.gov

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

Date: Thursday, March 21, 2024

Time: 2:00pm

Virtual Meeting Link: <https://www.microsoft.com/microsoft-teams/join-a-meeting>

Meeting ID: 223 616 074 180

Passcode: NTyMCq

Call in # (audio only): +1 332-249-0606

Phone Conference ID: 559 786 243#

Deadline for questions submissions: Friday, March 29, 2024 at 12:00pm



**BOARD OF CONTRACT AND SUPPLY
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INSTRUCTIONS FOR SUBMISSION

Please Note – this RFP for Owner’s Project Management Services contains special instructions for two separate proposal packages:

1) Technical Proposal for Qualification and 2) Professional Cost Proposal

1) **Technical Proposals for Qualification** may be submitted up to **2:15 P.M.** on the above meeting date (April 8, 2024) at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all **Technical Proposals for Qualification** will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 hard copies and a digital copy on a USB flash drive** of their bid in sealed envelopes or packages labeled “RESPONSE TO RFP Technical Proposals for Owner’s Project Management Services for CPF Grant Rec Center Renovations” and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- **This Technical Proposal for Qualification must contain no cost information.**
- The Technical Proposal for Qualification envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

2) **Professional Cost Proposals** may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of Purchasing, Room 408, City Hall, 25 Dorrance Street, Providence.** All **Professional Cost Proposals** from firms meeting the minimum Technical evaluation score threshold will be publicly opened and read on April 22, 2024 at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 hard copies and a digital copy on a USB flash drive** of their **Professional Cost Proposals** in sealed envelopes or packages labeled “Professional Fee – Owner’s Project Management Services for CPF Grant Rec Center Renovations” and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- The Professional Cost Proposal envelope and information relative to the bid must be addressed to:



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**Department of Purchasing
Providence City Hall, Room 408
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.

FAILURE TO FOLLOW THESE SUBMISSION INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE PROPOSING FIRM.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The **Technical Proposal for Qualification** bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)

The **Professional Cost Proposal** bid package **MUST** include the following, in this order:

- Bid Form 5: Professional Fee (*see pages 12-13 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 14-18) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) ☐ A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) ☐ A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) ☒ No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*:

N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

Total Amount in Figures*:

N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) through d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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BID FORM 5: Professional Fee

NOTE: This form must be included in the separate "Professional Cost Proposal" and not included in the "Technical Proposal for Qualification"

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

Total Amount in Writing: _____

Total Amount in Figures: _____

BASE BID PRICE

The Bidder submits this bid proposal to perform all the work as defined in the attached specifications and exhibits (including but not limited to the costs of all defined services prescribed or otherwise required to complete the work, the total allowance defined herein as "Allowances", all required insurance, licensing, labor, travel, administration, office expenses, required equipment, and all Addenda).

Total Amount listed above shall match item B. Estimated Total Fee plus item C. Allowance: Reimbursable Expenses on the following page.



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Fixed Percentage Fee, as Percentage of Total Grant Allocation (assumed \$16.2M):

A. FIXED PERCENTAGE FEE	%
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Estimated Total Fee Based on above Fixed Percentage Fee (assumed \$16.2M total grant allocation)

B. ESTIMATED TOTAL FEE	\$
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Allowance for Reimbursable Expenses

C. ALLOWANCE: REIMBURSABLE EXPENSES	\$ 15,000.00
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Proposer is responsible for verifying any discrepancies or rounding/calculation errors between Percentage and Total fees. The winning proposer's contract will be initially issued based on the value of item B. Estimated Total Fee plus item C. Allowance: Reimbursable Expenses. In the event the total grant allocation differs from the assumed value, the total OPM fee will be increased or decreased based on item A. Fixed Percentage Fee as applied to the actual allocated funding amount.

Proposer must also provide an itemized staffing matrix showing hourly rates for all OPM personnel who will contribute to the Projects. Rates must include salary, payroll deductions, taxes, insurances, escalation, allowances to cover vacation and sick leave, employee fringe benefits, associated company overhead (including all off-site home general management, office support and accounting, office operations, telephone costs, data processing/IT costs, and any other off-site expenses), and company profit. Provide the estimated weekly time commitment in hours for each person/position providing services on the Projects. Proposer may make distinctions in anticipated time commitments for different phases if needed (e.g. Design Phase, Construction Phase, etc.).

Reimbursable expenses must receive the Owner's prior written approval. Payment of reimbursable expenses shall be based on actual cost, plus a maximum of 4 percent mark-up.

Signature of Representation

Title



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MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE				
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature		Title		Date	
Subcontractor/Supplier Signature		Title		Date	

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____

Company Name, Address: _____ Trade _____

Project /Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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BID PACKAGE SPECIFICATIONS

BACKGROUND AND PROJECT SCOPE

The City of Providence is seeking proposals from qualified individuals or firms to provide comprehensive Owner's Project Management (OPM) services for the completion of three projects to renovate multipurpose community facilities as part of the Capital Project Fund (CPF) grant. The OPM will serve on three distinct Projects funded by the CPF grant at the following Public buildings: Joslin Recreation Center, Elmwood Community Center, and Davey Lopes Recreation Center.

The City will recommend a firm for award through a modified qualification-based selection process. Technical Proposals for Qualification (80 points) and Cost Proposals (20 points) will be evaluated and ranked based on the criteria described in this RFP, with the highest total score recommended for award.

The City is in the final stages of the grant application with the State's Pandemic Recovery Office (PRO) acting as Grant Administrator. The City is anticipating a total allocation of \$16,200,000 to be split across the three Centers. Separate and independent Architects have been awarded for each Project and are each currently in the contracting and pre-design stages with the City. Per the Grant requirements, construction on all projects must be complete by October of 2026.

Descriptions of the Projects at each of the three Centers are as follows, along with the portion of the Grant funding allocated.

DAVEY LOPES RECREATION CENTER - \$7,651,000

227 Dudley St, Providence, RI 02907

The pool at Davey Lopes is currently connected to what is now an indoor boxing gym. Originally, the gym facility and the pool were intended to be used together but over time the usage has split. The City desires to maintain use of the boxing gym facility as a boxing gym, but with the pool equipment and drainage removed.

The goal of this project will be to transform the current run-down outdoor pool which leaks so significantly as to require constant repairs, into a remodeled indoor pool with new equipment, new plumbing, and an enclosure suitable for use in all weather conditions. The area to be enclosed covers approximately 14,000 square feet. The enclosure will need sufficient MEP and HVAC equipment to allow for the pool to be used throughout the winter months.

In parallel with the work to renovate the pool, the City also desires to resolve several longstanding issues with the recreation center itself. Needed renovations for the recreation center itself include: new tile floors in the bathrooms, shower plumbing repairs, repairs to the roof of both the recreation center itself and the boxing gym to stop leaks, aesthetic improvements to the front entrance, and new windows in several rooms.

Through Conceptual Design, the City will evaluate concepts ranging between the indoor pool and existing building improvements against the established Project Budget, and will determine a path forward for the full Design scope. The final project scope may be fully focused on the Indoor Pool, fully focused on improvements to the existing building, or it may be a mix of both depending on budget utilization among other factors.

In summary, the scope of this project may include:

- A new enclosure for the current outdoor pool to convert it to an indoor pool which can be used year-round, including all required HVAC, MEP, and Fire Protection equipment.
- Total replacement of the pool's water supply, filtration, and drainage systems.
- Removal of pool drainage systems from the boxing gym.
- Renovations to the existing recreation center building including:
 1. Repairing leaks in the roof
 2. Replacing the existing bathroom floors with new tile
 3. Repairs to existing shower plumbing



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4. Exterior front entrance aesthetic improvements
 5. New windows in community rooms, snack room, and director's office
 6. Updated finishes including painting and wall coverings, with some components offering coordination possibilities with the Providence Art, Culture, and Tourism Department.
 7. HVAC improvements throughout the building, including the gym.
- Renovations to the "boxing gym", including:
 1. Installing a new HVAC system in the boxing gym to provide efficient heat during the winter and cooling in the summer.
 2. Repairing leaks in the roof.

ELMWOOD COMMUNITY CENTER - \$4,884,000

75 Atlantic Ave, Providence, RI 02907

The goal of this project will be to perform capital improvements at the Community Center to enable work, education, and health monitoring as outlined in the CPF grant requirements while transforming the center into a modern, clean, and inviting property for the users.

In summary, the scope of this project may include:

- Interior renovations, including possible finishes and lighting improvements.
- Renovations to the Kitchen space to accommodate a new Teaching Kitchen with full cooking capabilities including cooking ranges, ovens, refrigeration and freezing capabilities. Design hoods and fire suppression systems as required by code.
- New Furniture, Fixtures, and Equipment including Audiovisual equipment as necessary to fulfill the goals outlined above.
- Landscape improvements including tree plantings and establishment of community garden spaces.
- Perform site work to improve drainage and stormwater management conditions.
- Replacement and/or patching of the Roof assembly as needed to maintain a tight envelope, as well as improvements required to accommodate a new solar power generation system.
- Implementation of new Solar and Battery Storage systems, coordinated and integrated with the existing Standby Generator on site.

JOSLIN COMMUNITY CENTER - \$3,665,000

17 Hyat St, Providence, RI 02909

The goal of this project will be to transform the Recreation Center into an active Resiliency Hub per City of Providence initiatives, and to enable work, education, and health monitoring as outlined in the CPF grant requirements.

In summary, the scope of this project may include:

- Interior renovations, including demolition and installation of new walls as required to maximize the space and enable new programming and Resiliency Hub initiatives. New finishes will be installed to create an open and inviting Center. Full renovations of restrooms and showers to create modern, clean facilities.
- New Furniture, Fixtures, and Equipment including Audiovisual as necessary to fulfill the goals outlined above.
- Replacement of HVAC systems to provide all-electric energy-efficient cooling and heating throughout the Recreation Center.
- Evaluation of roof conditions as needed to maintain a tight envelope and provide adequate support for a new solar panel system. Design for patching or replacement of sections as determined through evaluation.
- Upgrade of electrical systems to support new micro-grid (Solar, Battery Storage, and Emergency Generator) systems. Coordinate with City-selected vendor in implementation of same systems.



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SCOPE OF SERVICES

The awarded respondent shall provide services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate, and manage the projects with respect to timely performance in accordance with the schedule. In addition, the OPM shall monitor the quality of services and workmanship and recommend courses of action to the City when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the City, and post-project closeout. The OPM shall provide information as requested to the City and the Grant Administrator throughout the Projects.

The OPM shall comply with all applicable Local, State, and Federal statutes and ordinances and be an advocate for the City through all phases of the Projects to ensure that the quality of design and construction meets all relevant standards.

In general, the basic services of the OPM include, but are not limited to:

1. PROJECT ADMINISTRATION

- 1.1. Assist in the development of a project communications plan among all stakeholders on the Projects.
- 1.2. Develop and maintain a high quality, interactive, and robust information and document management system. Maintain complete and comprehensive records of all files for the Projects.
- 1.3. Assist the City in preparation of all information, documentation, and reports required by the CPF Grant Administrator. Attend meetings with the Grant Administrator as required to provide updates and answer questions on the Projects.
- 1.4. Advise in all project administration matters.
- 1.5. Attend all Owner, Architect, and Contractor (OAC) meetings and record minutes for documentation and distribution.
- 1.6. Prepare and submit comprehensive monthly project reports.

2. COST MANAGEMENT

- 2.1. Assist in the development of the final Total Project Budget, and maintain and update the budget throughout the Project terms.
- 2.2. Develop and maintain detailed project cash flow projections. Work closely with the City on the review of all applications for payment and invoices submitted, and offer recommendations for payment.
- 2.3. Review Architect, Construction Professional, and independent consultant invoices and recommend for approval by the City. Review invoices for work completed per contract documents and compliance with required document submissions (e.g. Certified Payrolls, Lien Release forms, etc. as applicable).
- 2.4. Review all change order requests and schedule extension claims, and provide recommendations to City/Architect as applicable.

3. SCHEDULE MANAGEMENT

- 3.1. Develop overall Project Baseline Schedules and detailed Milestone Schedules, incorporate Design Team and Construction Professional's schedules when developed.
- 3.2. Assess actual project progress to baseline schedule and report any variances.
- 3.3. In the event of schedule slippage, consult with the Design and Construction teams to develop schedule recovery activities and advise the City as to the recommended approach when required.

4. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SELECTION

- 4.1. Assist the City and Design Team in drafting an RFP to award Construction services on the Projects. A separate solicitation will be performed for each of the three distinct Projects. Advise on RFP items including but not limited to: scope of required services, allowances, unit prices, and evaluation criteria (as applicable).



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- 4.2. Assist and advise the City and Design Team in evaluation of bids for Construction services, including but not limited to: participation in pre-bid conferences, participation in interviews with qualified bidders, participation in bid de-scope meetings, and response to RFIs during the bid process.
- 4.3. Provide assistance, consultation, and guidance in negotiation of GC/CM contract and GMP (as applicable).
5. DESIGN
 - 5.1. Evaluate project for appropriate project delivery method and provide recommendations to the City.
 - 5.2. Coordinate site surveys, inspections, soil testing, borings reports, utility service capacity studies, and related information needed for the design of the Projects.
 - 5.3. Provide oversight of Design and Construction teams' activities.
 - 5.4. Review project cost estimates and reconcile variances with Design and Construction teams. Coordinate the preparation and reconciliation of multiple construction cost estimates as needed by the Design Team, Construction Professional, and possible third-party Cost Estimator.
 - 5.5. Review design documents at each phase for conformance with project requirements, budget, schedule, and constructability. Provide recommendations to the City for approval or comment.
6. CONSTRUCTION
 - 6.1. Participate in weekly construction and progress meetings with the Design and Construction team to discuss progress, issues, scheduling, etc.
 - 6.2. Monitor Design and Construction teams' construction administration activities to ensure contract compliance and timely decisions.
 - 6.3. Perform quality control inspections of work completed to verify compliance with contract documents.
 - 6.4. Develop and maintain a Rolling Completion List of non-conforming items.
 - 6.5. Consult daily with City PM, Director of Recreation, or designee(s) regarding construction activities, impacts, issues, and resolve with GC/CM.
 - 6.6. Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked.
 - 6.7. Review and comment on GC/CM's baseline schedule of values and baseline schedule.
 - 6.8. Prepare and maintain detailed daily, weekly, and monthly reports recording all project data and activity.
 - 6.9. Track time and material change order work, when utilized as basis for changes.
 - 6.10. Maintain and update on a daily basis, if needed, current contract drawings, specifications, and logs.
 - 6.11. Take extensive daily photographs of progress. Record and maintain a detailed and organized photo log in the document management system for each Project.
 - 6.12. Identify potential issues, report to OAC, maintain project issues log, provide recommended solutions, and track to resolution.
 - 6.13. Coordinate scheduling and reporting of commissioning agent as required. Track follow-up actions by Design and Construction teams.
 - 6.14. Assist Design Team and City with identification of punch list items.
 - 6.15. Assist and advise City on project closeout activities and documentation. Assist with and coordinate post-occupancy Commissioning as applicable.
7. PROCUREMENT



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- 7.1. Prepare work scopes and/or material lists to assist the City in procurement of independent consultants and select Owner-purchased items as required.
8. PHASING, FF&E, MOVE MANAGEMENT
 - 8.1. Assist the Designer in developing Phasing Plans as necessary to accommodate construction activities that occur during dates/times that the buildings are occupied and in use.
 - 8.2. Assist the City with internal move management as necessary.
 - 8.3. Coordinate efforts regarding changing building access points, wayfinding and signage, system shutdowns, etc.
 - 8.4. Prepare RFP for move management services and manage activities for each move phase.
 - 8.5. Coordinate GC/CM's prerequisite construction activities required for each phase move, including assisting with coordination and scheduling of Fire Marshal and Building Official inspections and reviews as applicable.

PROPOSAL EVALUATION

Responses will be evaluated in two (2) parts by a Selection Committee for a maximum score of one hundred (100) points. Part One is defined as the Technical Proposal for Qualification and is worth eighty (80) points maximum. Part Two is defined as the Professional Cost Proposal and is worth twenty (20) points maximum. See pages 2-3 of this RFP for bid package submission instructions. The City will make an award to the firm with the proposal with the highest total score. The City reserves the right to cancel this solicitation in its entirety and reject all proposals at its sole discretion.

Part One – Technical Proposal for Qualification (80 points maximum)

Technical proposals will be evaluated based on the following criteria:

1. Background and Qualifications (20 points maximum)
 - 1.1. Provide a narrative background and company profile of the proposing Firm. Describe the company ownership. If incorporated, list the state in which the company is incorporated and the date of incorporations.
 - 1.2. Provide the location(s) of the company offices, the number of employees both locally and nationally, and the location(s) from which employees will be assigned.
 - 1.3. Provide the name, address, and telephone number of the Firm's point of contact for a contract resulting from this RFP.
 - 1.4. Provide a narrative Firm background/history, including the types of services provided and a description of the Firm's qualifications to provide the services described in this RFP. List the length of time the proposer has been providing the types of services described in this RFP.
 - 1.5. Provide resumes for key staff to be responsible for performance of any contract resulting from this RFP, and a brief description of the role(s) to be performed by each.
 - 1.6. Provide a plan for utilizing MBE and WBE firms in accordance with City, State, and Federal law and any relevant company background and/or history in MBE and WBE utilization on similar projects.
2. Project Experience (30 points maximum)
 - 2.1. Provide examples of relevant experience providing OPM services on projects of a similar size, scope, and budget within the last five (5) years. Include experience on construction projects in Rhode Island with a focus on multipurpose community facilities including recreation and school adjacencies, and CPF or similar State or Federal grant-funded projects.
 - 2.2. Provide a list of at least three (3) relevant client references, including contact names, addresses, phone numbers, dates of service, and types of services provided.



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- 2.3. Describe the current backlog of the proposing firm and the capacity to perform the scope of work on this Project, including a complete listing of all projects currently under contract and the estimated completion date of each contract.
3. Project Approach/Methodology (30 points maximum)
 - 3.1. Provide a detailed and organized narrative explanation summarizing the respondent's understanding of the Projects.
 - 3.2. Identify key issues, constraints, challenges, and opportunities facing the Projects.
 - 3.3. Define the methodology to be used to ensure that all Projects are executed on time and within budget. Describe procedures to be used to minimize change orders, maintain project schedules, assure compliance with all City and Grant requirements, and complete the Projects as planned.

Firms may be required to submit additional written information or may be asked to attend an interview with the Selection Committee including a presentation on the firm's proposal and Q&A. The Selection Committee, at its sole discretion, may conduct interviews with as many or as few of the proposing firms as it deems appropriate.

Technical evaluations will be scored prior to opening of the Cost Proposals, and firms must score a minimum threshold of sixty-five (65) points in order for their Cost Proposals to be opened. Firms scoring less than threshold sixty-five (65) points will be disqualified from the solicitation.

Part Two – Professional Cost Proposal (20 points maximum)

The project fees presented shall include all costs to provide complete and full services anticipated and defined in this RFP including additional Team Members that may not be defined herein that the proposing firm feels is required to be part of the team to successfully accomplish the project.

The proposal with the lowest opened Estimated Total Fee (item B on the Cost Proposal Bid Form, page 13 of this RFP) shall receive the full 20 points. The other opened Professional Cost Proposals shall be allocated points according to the following formula:

$$\text{Awarded Points for Cost Proposal} = ((\text{Lowest Estimated Total Fee}) \times 20) / (\text{Firm's Estimated Total Fee})$$

For example, if the lowest Estimated Total Fee is \$200,000.00, the awarded points for a proposal with a Estimated Total Fee of \$300,000.00 would be: $(200,000 \times 20) / (300,000) = \underline{13.3}$.

PROVISIONS OF THIS PROJECT

- Upon the issuance of the award from the Board of Contract and Supply – the City shall issue a contract to be executed by the City and the vendor incorporating the bid specifications. All provisions of the specifications are binding.
- Any permits required by the City of Providence and/or State of Rhode Island shall be obtained by the vendor – permit fees by the City of Providence shall be waived – the State ADA fee must be paid
- The Davis Bacon Act applies– prevailing wages must be paid for on site hours – employees shall be advised of the prevailing wage rates prior to mobilization on site.
- All on-site personnel shall be licensed and/or registered with the State of Rhode Island (as required) and shall have proof of all licenses/registrations required by the State of Rhode Island to perform the work required
- Consultant shall purchase and maintain insurance minimums per the attached Grant Subaward Agreement Addendum A: General Insurance Requirements.



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is NOT requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

APPENDIX IV - AWARD TERMS AND CONDITIONS

SCHEDULE 1

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS CAPITAL PROJECTS FUND STATES AND TERRITORIES AWARD TERMS AND CONDITIONS

The following are the standard terms and conditions applicable to awards issued by the U.S. Department of the Treasury (Treasury) under the Coronavirus Capital Project Fund (CPF) program established by section 604 of the Social Security Act (the CPF Statute), as added by section 9901 of the American Rescue Plan Act of 2021.

Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Guidance for the Coronavirus Capital Projects Fund for States, Territories, and Freely Associated States issued by Treasury on September 20, 2021, as it may be amended from time to time.

1. General. Recipient agrees that the funds disbursed under this award will be subject to the requirements of the CPF Statute, all other applicable federal statutes, regulations, executive orders, the Guidance for the Coronavirus Capital Projects Fund for States, Territories and Freely Associated States issued by Treasury on September 20, 2021, as it may be amended from time to time, and any other guidance issued by Treasury regarding the CPF (together with the September 20, 2021 guidance, the Guidance).
2. Use of Funds.
 - a. Recipient may use award funds for Program Administrative Costs, subject to the requirements of the cost principles provided in 2 C.F.R. § 200 subpart E.
 - b. Recipient may use award funds for Project Costs upon approval by Treasury of a Program Plan. Project Costs are subject to the requirements of the cost principles provided in 2 C.F.R. § 200 subpart E and any other restrictions Treasury may impose as a condition to approving Recipient's Grant Plan(s) and applicable Program Plan(s).
 - c. Recipient will determine that it has institutional, managerial, and financial capability to ensure proper planning, management, and completion of any Project using these grant funds prior to engaging in any such Project.
3. Program Administrative Costs.
 - a. Program Administrative Costs are defined for purposes of this Grant Agreement as (i) costs associated with completing the Application and Grant Plan (including Program

Plans), and (ii) costs related to complying with grant administration and audit requirements, including both direct and indirect administrative costs.

- i. Absent Treasury's express consent, Program Administrative Costs over the period of performance may not exceed 5% of the award. The limitation on Program Administrative Costs includes the combined total of direct and indirect administrative costs charged to the award by Recipient and all its subrecipients.
- ii. Recipient may request a higher limit on Program Administrative Costs by providing a rationale for the use of additional funds for administrative purposes, which must be approved by Treasury. Recipients seeking to request a higher limit may submit a written request, along with the rationale via email to capitalprojectsfund@treasury.gov.
- iii. Consistent with 2 C.F.R. § 200.414(f), if Recipient does not have a current negotiated indirect cost rate, Recipient may elect to charge indirect costs to the award using the de minimis rate of ten percent of modified total direct costs for program administration.
- iv. Recipient may use its negotiated cost rate agreement so long as the total of all administrative costs incurred by the Recipient and all subrecipients, whether direct or indirect administrative costs, does not exceed the applicable limit on Program Administrative Costs.

4. Availability of Funds.

- a. Upon execution of this Grant Agreement, Recipient will have access to the amount of funds requested in the Application for Program Administrative Costs subject to the 5% limitation described in Section 3 above. If Recipient requests less than the maximum amount of funds available to it for Program Administrative Costs in the Application, it may submit a subsequent request for the remaining available amount via email to capitalprojectsfund@treasury.gov.
- b. Recipient will have access to funds for a Program upon approval by Treasury of a Grant Plan that includes at least one Program Plan. Funds for additional Programs will subsequently be made available as each applicable Program Plan is approved by Treasury. Treasury will assess and approve each Program Plan separately and shall separately provide access to funds for each Program Plan when approved. The amounts, timing, and conditions of such payments will be determined by Treasury in its sole discretion. All Program Plans must be submitted to Treasury for consideration no later than September 24, 2022.
- c. Funding for Programs for which no complete Program Plan is received by the deadline above will be considered forfeited by Recipient, unless Treasury, in its sole discretion, grants a deadline waiver.

5. Civil Rights Compliance. Recipient agrees to provide any documentation Treasury may require concerning its compliance with Title VI of the Civil Rights Act of 1964, Treasury's implementing regulations at 31 C.F.R. Part 22, and the government-wide regulations contained in 28 C.F.R. Part 42, Subparts C and F. Recipient acknowledges and agrees that award funds will not be made available to Recipient for Project Costs and may not be used by Recipient for Project Costs until such time as Recipient has submitted information and documentation as required by Treasury in accordance with 31 C.F.R. § 22.6 and 28 C.F.R. § 42.406, and Treasury provides notice of approval of such submission.
6. Execution of Projects. Recipient agrees to carry out any and all Projects in the manner described in Recipient's Program Plan approved by Treasury, subject to the requirements provided by the Grant Plan, this Grant Agreement, or requirements contained in the CPF Statute, Guidance, applicable laws, regulations, or executive orders.
7. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. Recipient shall not expend award funds or incur any obligations to be paid with the funding from this award after such period of performance ends.
8. Reporting and Compliance. Recipient agrees to comply with any reporting and compliance obligations established by Treasury related to this award, including, without limitation, the submission of quarterly project and expenditure reports, annual performance reports, and the submission of information on Recipient's workforce plans and practices related to Projects and subcontracted entities. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
9. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with the CPF Statute, the Guidance, this Grant Agreement, the Grant Plan, and the Program Plan(s).
 - b. The Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient related to the CPF grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

10. Pre-award costs.

- a. For pre-award costs incurred after March 15, 2021, but prior to execution of the Grant Agreement, Recipient is required to provide reasonable assurance that the costs were incurred pursuant to the negotiation of and in anticipation of the award and are necessary for the efficient and timely performance of eligible Projects. Such costs are allowable only to the extent they would have been allowable if incurred after the date of the award and only with the written approval of Treasury.
- b. For the avoidance of doubt, unless otherwise provided, Treasury's approval of the Recipient's applicable Program Plan shall constitute written approval of pre-award costs that are identified in the Program Plan.

11. General award expenditures. Recipient may use funds to cover costs incurred during the period beginning March 15, 2021, for one or more eligible Programs included in a Program Plan.

12. Cost Sharing. Cost sharing or matching funds are not required for this award.

13. Compliance with Applicable Law, Regulations, and Guidance.

- a. Recipient agrees to comply with the CPF Statute and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
14. Conflict of Interest. Recipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Recipient and subrecipients shall disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
15. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
16. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter award FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
17. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to have been misused shall constitute a debt to the federal government.
 - b. Any such debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if Recipient knowingly or improperly retains funds that are a debt as defined in the paragraph above. Treasury will take any actions available to it to collect such debt.

18. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

19. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

20. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

21. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

22. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by federal law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

23. Termination.

- a. Treasury may terminate this award in accordance with 2 C.F.R. § 200.340.
- b. Any requests for termination by Recipient must be made in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

24. Remedies. In the event of Recipient's noncompliance with the Program Plan(s), Grant Plan, Grant Agreement, CPF Statute, other applicable laws, regulations, executive orders, or any reporting or other program requirements, Treasury may take available remedies as set forth in 2 C.F.R. § 200.339.

25. Contract Provisions. All contracts made by Recipient under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Recipient must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

26. Return of Funds. Recipient must return to Treasury any award funds not expended and not obligated by December 31, 2026 as part of the closeout process set forth in 2 C.F.R. § 200.344(d).

27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

28. Domestic Preferences in Procurement. If Recipient is a State or a State is a signatory to this Grant Agreement, to the extent practicable and consistent with applicable law under the award, Recipient and subrecipients will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

29. Federal Interest and Insurance. Recipient agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314 Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving Recipient's Application.
30. Use of Buildings. Recipient agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.
31. Broadband Infrastructure Projects. Recipient agrees that with respect to any completed Broadband Infrastructure Project:
- a. The Project will be designed to deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps. If it would be impracticable to do so for the reasons articulated in the approved Grant Plan or Program Plan, any such Broadband Infrastructure Project will be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and is scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.
 - b. Recipient will provide pricing data to Treasury as part of program performance and monitoring for such Broadband Infrastructure Project.
 - c. Recipient will require that any service provider for a completed Broadband Infrastructure Project participate in federal programs that provide low-income consumers with subsidies on broadband internet access services. Recipient agrees that it will require completed service offerings funded by the award to allow subscribers in the service area to utilize the Federal Communications Commission's Emergency Broadband Benefit program (if available) or the Affordable Connectivity Program (ACP). Recipient further agrees that it will require that any service provider for a completed Broadband Infrastructure Project will participate in ACP for the duration of the ACP or until the date the Broadband Infrastructure Project funded by this award is no longer in use.
32. Liability. In the case in which the Recipient is a quasi-governmental entity authorized by state law to receive funds on behalf of the state, the related State or eligible territory agrees and acknowledges that for any debt owed to the Federal Government, it is responsible for the payment of such debt, in whole or in part, if Recipient fails to make a payment pursuant to Section 17 herein. Moreover, the State or eligible territory agrees to perform Recipient's obligations hereunder if Recipient for any reason is unable to do so.

APPENDIX V - SPECIAL TERMS AND CONDITIONS

SCHEDULE 2

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS CAPITAL PROJECTS FUND - STATES AND TERRITORIES

STATE OF RHODE ISLAND - DEPARTMENT OF ADMINISTRATION PANDEMIC RECOVERY OFFICE

SPECIAL AWARD CONDITIONS

Award Number: 20013

Name of Grant Recipient: City of Providence

Special Award Condition 1: Eligibility and Compliance Criteria

If, at any point, the project is found to be non-compliant, the applicant will be notified to bring the project into compliance within 90 days or risk losing their entire grant allocation. Corrective actions to bring the project back into compliance will be determined as part of the quarterly reviews and documented in the monitoring plan.

The table below includes specific language from 's application for the CPF CLC municipal grant that establishes the compliance of the project with U.S. Treasury's eligibility criteria. These qualifying components will be reviewed quarterly as part of the applicants monitoring plan. These components may be changed or replaced but only if the change maintains the applicant's compliance with U.S. Treasury's criteria.

ELIGIBILITY CRITERIA	QUALIFYING COMPONENTS OF PROPOSED CPF COMMUNITY LEARNING CENTER
Data and Evidence <i>(Present data and/or evidence supporting the critical need that resulted from or was made apparent or exacerbated by the COVID-19 public health emergency)</i>	<ul style="list-style-type: none">- The City of Providence Overdose Prevention Plan – https://www.providenceri.gov/wp-content/uploads/2023/09/City-of-Providence-Overdose-Prevention-Strategy-2023_FINAL.pdf- Providence Climate Justice Plan - https://www.providenceri.gov/wp-content/uploads/2019/10/Climate-Justice-Plan-Report-FINAL-English-1.pdf- PVDx2031: A Cultural Plan for Culture Shift - https://artculturetourism.com/pvdx2031/- Report of the Providence Municipal Reparations Commission- COVID-19 Recovery and Resiliency Task Force report (https://pvdrescueplan.com/wp-content/uploads/2021/11/PVDARPA-Report112921-.pdf)
Community Outreach and Public Participation <i>(Show that the proposed project was appropriately</i>	The Coordinator of Community Based Organizations will be a client-facing liaison for the Department of Recreation and the larger Elmwood community as the department expands its ability to provide alternative programming through well-managed partnerships. Throughout 2024, the

<i>vetted by diverse and representative community stakeholders. Community engagement must be ongoing throughout the period of performance.)</i>	Coordinator will meet and establish relationships with nonprofit and government partners, host community meetings and coordinate place-based surveying to understand constituent needs for the center better, and work to find consistent funding sources to sustain these programs beyond 2026.
Program Compliance	<i>To maintain compliance, at least 1 qualifying program in each of the following categories must be operational on 12/31/2026 and remain available until 5 years after project completion. The Center must provide programs that ‘directly and jointly’ enable work, education, and health monitoring.</i>
WORK <i>(PRO recommends: ADD one additional program/service that directly enables work)</i>	<ul style="list-style-type: none"> - the facility will also host public access to a computer lab. This computer lab will be open to the public on a regular daily schedule and will technology access where members of the public can search city job boards and review virtual workforce development tools. - Early childhood care.
EDUCATION <i>(PRO recommends: ADD access to technology and broadband internet for individual users for education purposes.)</i>	<ul style="list-style-type: none"> - Elmwood Community Center computer lab will provide information on how school-aged youth can enroll in the All-Courses Network. The All-Course Network is designed to create opportunities for Rhode Island high school students to envision, pursue, and complete their individualized graduation pathway. - Extended learning programs for youth from the Elmwood neighborhood, focused on advancing student course work. - STEAM support and tutoring for students in Providence schools. - English as a Second Language, GED completion, and other adult education courses.
HEALTH MONITORING <i>(PRO recommends: ADD spaces equipped with technology and broadband internet for tele-health appointments)</i>	<ul style="list-style-type: none"> - the Elmwood Community Center is a centrally located site for the Providence Healthy Communities Office (HCO) to coordinate drug, alcohol, and tobacco prevention services. These services largely fall under the categories of promotion, prevention, and rescue/harm reduction, and include: <ul style="list-style-type: none"> • Promotion – Offer free, evidence-based programming at Elmwood Community Center to help support youth in developing protective factors to delay or stop the initiation of substance use. • Promotion – Materials available promoting self-care and development of health habits. • Prevention – Offer free Youth Mental Health First Aid Training at Elmwood Community Center to equip community members with skills to recognize and respond to a behavioral health crisis. • Prevention – Offer free peer recovery and sober support services and activities. • Rescue / Harm Reduction – Provide all staff at Elmwood Community Center with PEMA Emergency Response Training, and Overdose Prevention and Narcan Training. • Rescue / Harm Reduction – Provide easily accessible Naloxboxes and a defibrillator.

Special Award Condition 2: Scope of Work, Budget, and Schedule

At the initiation of the subaward agreement Appendix VI includes all application materials submitted by the municipality. Subrecipient must submit a formal scope of work for the capital project funded by the CPF grant to the Pandemic Recovery Office by October 31, 2024. This scope of work must be accompanied by an updated project budget and schedule that addresses any feedback provided during the application review period and subsequent quarterly reviews conducted by PRO.

The following comment/s were generated during the Stage 2 application review. PRO will establish a monitoring plan based on the municipality's response and project progress.

SCHEDULE	Provide additional breakdown of the budget to show interim stages of construction and specific items of work being performed at those stages.
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GENERAL CONDITIONS – ADDENDUM A

GENERAL INSURANCE REQUIREMENTS

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

Schedule A1: General Requirements

Schedule A2: Professional Services

Schedule A3: Information Technology

Schedule A4: Public Works

Schedule A5: Department of Transportation Projects

Schedule A1 – General Requirements

Definitions

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

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

Required Insurance

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

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

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

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insured on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured¹ on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

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

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

Crime insurance, as applicable to the procurement or solicitation:

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

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

All Required Insurance shall be:

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

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

Schedule A2 – Professional Services

Definitions

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

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

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

Required Insurance

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

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

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

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

Required Insurance:

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

- b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insureds on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds³ on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
- a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
3. Workers’ Compensation and Employers’ Liability.
- a. Statutory coverage as required by the workers’ compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers’ Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary umbrella/excess liability of Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker’s Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers’ compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
 - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

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

4. Professional Liability Insurance.⁴

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

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

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

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

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

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

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

incurred in the investigation, adjustment or defense of claims for such compensatory damages.

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

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

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

All Required Insurance shall be:

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

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

Schedule A3 – Information Technology and/or Cyber/Privacy

Definitions

“Information Technology” A type of insurance designed to cover providers of technology *services* or *products*. For example, data storage companies and website designers provide *technology services*, while computer software and computer manufacturers offer *technology products*.⁵

Technology E&O (“Tech E & O”) policies cover both liability and property loss exposures. Major liability insuring agreements include losses resulting from: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches. Key property insuring agreements provide coverage for extortion threats, crisis management expense, and business interruption.

Tech E&O insurance is often confused with cyber and privacy insurance. In contrast to Tech E&O coverage, cyber and privacy insurance is intended to protect *consumers* of technology products and services. Nevertheless, cyber and privacy insurance policies do offer a number of the same insuring agreements as Tech E&O policies.

Cyber/Privacy: A type of insurance designed to cover consumers of technology services or products. More specifically, the policies are intended to cover a variety of both liability and property losses that may result when a business engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network.⁶ Note this coverage is not only for an electronic breach, but also for paper data breaches.

Most notably, but not exclusively, cyber and privacy policies cover liability for a data breach in third party personal information, such as Social Security numbers, credit card numbers, Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in HIPAA and its implementing regulations and Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, *et seq.*, as amended, or as otherwise defined in the Contract (“Confidential Information”) is exposed or stolen by a hacker or other criminal who has gained access to Contract Party’s electronic network. The policies cover a variety of expenses associated with both electronic and paper data breaches including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

In addition, the policies cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Cyber and privacy insurance is often confused with Tech E&O insurance. In contrast to cyber and privacy insurance, Tech E&O coverage is intended to protect providers of technology products and services, such as computer software and hardware manufacturers, website designers, and firms that store data on an off-site basis. Nevertheless, Tech E&O insurance policies do contain a number of the same insuring agreements as cyber and privacy policies.

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

⁵<https://www.irmi.com/term/insurance-definitions/technology-errors-and-omissions-insurance>.

⁶<https://www.irmi.com/term/insurance-definitions/cyber-and-privacy-insurance>.

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

Required Insurance

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

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

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

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - d. The general aggregate must be on a “per project” or “per location” basis.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State⁷. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.

⁷ Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
- e. Shall include waiver of subrogation in favor of State.
- f. Include State as additional insureds on a primary and non-contributory basis.
- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel

3. Workers' Compensation and Employers' Liability.

- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
- b. Policy form based on NCCI or its equivalent.
- c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for Contract Party.
- d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
- e. Policy to include waiver of subrogation in favor of State.
- f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

If Contract Party's technology, hardware, software or professional services to State ***does not provide Contract Party access to Confidential Information*** as defined in Number 5(a) below:

- 4. Technology Errors and Omissions Coverage.** Technology Errors and Omissions Insurance covering any damages caused by any error, omission, wrongful act or breach of Contract by Contract Party. Coverage to include, but not be limited to: product failure, security failure, professional liability, intellectual property infringement and personal injury if limited or uninsured under commercial general liability insurance. Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate shall not be less than \$5,000,000.

If Contract Party's technology, hardware, software, or professional services to State ***does provide Contract Party with access to Confidential Information*** as defined in Number 5(a) below:

- 5. Information Technology/Cyber Privacy.** Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
- a. Such insurance to have minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides: a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate; b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, *et seq.*, or as otherwise defined in the Contract (together Confidential Information"), Contract Party shall have as a minimum the per occurrence,

- per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or, c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.
- b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.

Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

Cyber/Privacy Insurance

Coverage for Contract Party to include:

- i. Regulatory liability;
 - ii. Information security and privacy, regardless of the media involved;
 - iii. Network interruption and/or business interruption;
 - iv. Digital asset loss of State;
 - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
 - vi. Placing and lifting of security freezes;
 - vii. Cyber extortion;
 - viii. Online media liability (i.e. including but not limited to website content);
 - ix. Costs to defend, including but limited attorney fees and settle; and,
 - x. Fines and penalties when insurable under appropriate state or federal law.
- c. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement, and personal injury as customarily insured by this type of insurance policy.

Crime Insurance as applicable to the procurement or solicitation:

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

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

All Required Insurance shall be:

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

10. These Insurance Requirements shall survive expiration or termination of the Contract.

Schedule A4 – Public Works

As contained in the AIA documents and as required below. If the AIA documents' insurance provisions and the following insurance requirements conflict, the AIA documents' insurance requirements control.

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

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

- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations”.
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insured on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured⁸ on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insured on a primary and non-contributory basis.

⁸Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
 - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

All Required Insurance shall be:

- 1. Placed with insurers:
 - a. Authorized to do business in Rhode Island.
 - b. Rated "A-," class X or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- 2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
 - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.

4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Insured Parties.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

Schedule A5 – Department of Transportation Projects

As contained in the State of Rhode Island Department of Transportation's Standard Specifications for Road and Bridge Design document commonly referenced as the Rhode Island Department of Transportation's "Blue Book" located at www.dot.ri.gov/business/bluebook.php and as required below. If the Blue Book's insurance requirements and the following insurance requirements conflict, the Blue Books' insurance requirements control.

Required Insurance

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

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

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

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insured on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured⁹ on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insured on a primary and non-contributory basis.

⁹Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
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 - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
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 - a. Authorized to do business in Rhode Island.
 - b. Rated "A-," class X or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- 2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
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 - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
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5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.