

**Status:** Advertised |  
Bids: 0

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## General Info

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to **disable** Q & A notifications for this solicitation.

### Number

RISTE FY2024-001: Hardware, Software, and Professional Services

### Deadline

06/12/2023 10:00 AM EDT

### Auto Advertise

05/01/2023 08:00 AM EDT

### Description

RISTE purchasing consortium for public sector customers in Rhode Island (RI) is seeking vendors for hardware and related accessories/services, software, professional service, and prime vendor advantages. The awarded proposer(s) will serve RI districts for procuring technology related needs including hardware, software, and related vendor-provided services.

### State

Rhode Island

### County

Washington



Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, ... Powered by Esri

**Allow zero unit prices and labor?**

Yes

**Allow negative unit prices and labor?**

No

**Allow Electronic Signatures?**

Yes

**Allow vendors to ask questions?**

Yes

**Restricted?**

No

**Mark solicitation as an RFP?**

No

## Q & A

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**Deadline**

06/02/2023 05:30 PM EDT

**Remarks**

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No questions have been asked.

**Example of Hardware, Software, and Professional Service listing**

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Below is an example listing of items, products, solutions, services, and other materials RISTE is asking Vendors to extend discounted pricing for. Vendors can submit bids for all, subsections, or pieces. This list is not all inclusive and is meant to be used as running list of what RISTE Members use and need:

Hardware and accessories/peripherals: Chromebooks, Notebooks, Laptops, Desktops, Chromeboxes, Interactive Panels, Projectors (Classroom, Conference, and Auditorium Spaces), Classroom Camera Systems, Network Switching, Projector Bulbs, Monitors, Solid State Drives, Mass Storage Arrays (appliance/bare metal machines), Dell/HPE/SuperMicro Servers, Server Racks, Chromebook Cases, Document Cameras, Desktop Scanners (i.e. Fujitsu Snapscan), Multi factor tokens (Yubikey), Logitech Headsets, graphics cards, thumb drives, printers, copiers, cctv cameras, Chrome Cart Power Cables, VGA Splitter, HDMI Adapters, VGA to Display Adapters, Canned Air, Extension cords (USB,HDMI,Power), Dell Chargers, Apple Chargers, HDMI Cables, Network Cables, toner, web cameras

Software: SIEM, Splunk, Graylog, Identity Access Management, ClearPass, HP Aruba Central, VMWare, PRTG, CrowdStrike EDR/XDR, CrowdStrike Falcon Packages, Sophos EDR, Phishing, Employee Cyber Security Awareness and Education Platforms (KnowBe4), Identify Access Management, Network Access Control, Patching and Vulnerability Software, CrowdStrike Falcon Packages, Cyber Hygiene, Intrusion Detection and Prevention Systems, Fortinet VPN clients ( EMS, ZTNA, EPP/APT), IncidentIQ, ServiceNow, GoGuardian, LightSpeed, Classlink Onesync, Duo, Okta, Filewave, Google Admin Device Licenses, Google Paid Services (Enterprise for Education), MFA related password reset portals, MFA bolt ons to Active Directory, Google Enterprise for Education, Azure, AWS, Password managers, Lastpass, 1Password, BitWarden  
Cloudflare online services (Magic Transit, Magic WAN, Web Application Firewall, Gateway), Data Governance (Labeling, Sensitivity, Retention, Destruction) products

Professional Services: SIEM, Identify Access Management, Network Access Control, Patching and Vulnerability Services, Cyber Hygiene Services, Security Operation Center, Network Operation Center, Device Warranties, Device Extended Warranties, Device Repair, Device Insurance, Hardware Recycling Services, Battery Recycling Services, Cloud Implementation, Migration, and Maintenance, Cyber security services (Penetration, Audits, Assessments, and Policy Reviews), Engineering on Demand, On Demand Consulting, Cloudflare online services (Magic Transit, Magic WAN, Web Application Firewall, Gateway) Implementation, Data Governance (Labeling, Sensitivity, Retention, Destruction)

Technology/Classroom Furniture: riser desks, standing desks, couches, monitor stands, monitor mounts, office chairs, wire moldings, universal wall mounts, treadmill desk

## Attachment List

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Order	Name	Description
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0 Attachments

## Section I: RISTE BID

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The Rhode Island Society of Technology Educators (“RISTE”) is seeking proposals from Vendor providers for a price agreement and fulfillment services with its roughly 152,000 students. RISTE provides instructional technology services to over 34 school districts Pre-K-12, 21 individual schools, and over 35 private institutions. This RFP will also be used as a statewide contract that allows school districts and municipalities to procure from. This means that most of Rhode Island school districts and municipalities will have access to awarded Vendors.

State of Rhode Island

TITLE 16 - Education CHAPTER 16-2

School Committees and Superintendents [See Title 16 Chapter 97 – The Rhode Island Board of Education Act] SECTION 16-2-9.6

RISTE reserves the right to award this bid to multiple qualifying vendors.

**\*\*Important note for bidders\*\*** BidExpress is a platform designed for virtual sealed bidding. RISTE has no visibility to bid responses in draft or submitted until the bidding window is closed. All issues or concerns about the BidExpress platform or with a bid which is in progress must be communicated to BidExpress directly. Bidders are encouraged to confirm that bids are 100% complete and have been submitted properly with BidExpress **before** the close of the bid window. Incomplete/draft bids at the time of bid close are erased from the platform and are unable to be recovered.

## Scope/Purpose: Definitions

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**These definitions will be included in the contract provided to those vendors awarded.**

1. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services to RISTE.
2. "Confidential Information" means any non-public information disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party's business, vendors, licensees, end users, end users' grades or other educational information, end-users' financial information, transaction data, Application, competitive employees, finances, costs, expenses, price lists, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, non-literal elements, capabilities and functionality, source code and object code, as well as research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices, computer software programs and other information licensed or otherwise disclosed to a Party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.
3. "Documentation" means, with respect to any particular Application or Equipment, any applicable standard end-user specifications and/or operating instructions provided by Vendor for such Application and/or Equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.
4. "Educational Institution" is any public, private, or charter PK-20 school, college, or university.
5. "FERPA" means, The Family Educational Rights and Privacy Act (FERPA) is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student"). The FERPA statute is found at 20 U.S.C. § 1232a and the FERPA regulations are found at 34 CFR Part 99. Vendor is expected to comply with applicable provisions of FERPA.  
*("Family Educational Rights and Privacy Act Regulations (PDF)." <https://www2.ed.gov/policy/aen/quid/fpco/pdf/ferpareqs.pdf>. Accessed 4 Oct. 2019 )*
6. "Effective Date" means the date upon which both Parties have executed this Agreement.
7. "Licensee" means RISTE on behalf of the school districts and municipalities in the State of Rhode Island which accepts the provisions of this agreement by formal action of its Board of Education.
8. "Licensee Content" means any data, information, graphics or other files or other content, including, but not limited to materials, provided by or for Licensee or any end-user of the Application through use of the Application, excluding any portion of the Application or Documentation.
9. "Party" means either Vendor or Licensee.
10. "RISTE": Rhode Island Society of Technology Educators
11. "Services" means any services provided by Vendor to the Licensee pursuant to any Schedule, including, without limitation, consulting, educational, hosting, system administration, training or maintenance, and support services.
12. "Product" shall include each and every service specified in Exhibit A, which Vendor has developed, owns, or which Vendor has acquired the right to resell.
13. "Purchasing authority": Rhode Island Statute - § 16-2-9.6 This act allows school committees and the Rhode Island Society of Technology Educators ("RISTE") to enter into joint purchase agreements for the purchase of technology and IT infrastructure.
14. "Student Data" means personally identifiable information from student records

14. Student Data means personally identifiable information from student records that Vendor receives from a licensed district.
15. "Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232a
16. "Personal, Private, and Sensitive Information" ("PPSI") is any information to which unauthorized access, disclosure, modification, destruction, or disruption of access or use could severely impact critical functions, employees, customers or third parties, or students in general. Private information could include one or more of the following: Social Security number; driver's license number or non-driver ID; account number, credit card number, or debit card number and security code; or access code/password that permits access to an individual's financial account or protected student records.
17. "CUSTOMER" means the school district or municipality in the State of Rhode Island purchasing from this agreement.
18. SOC - System and Organization Controls as defined by the American Institute of Certified Public Accountants (AICPA).
19. 10-K - Annual report required by the U.S. Securities and Exchange Commission (SEC).
20. 10-Q - Quarterly reports required by the U.S. Securities and Exchange Commission (SEC).
21. ISO 27000 family - International Organization for Standardization 27000 family of certifications for information security management.
22. ISO 14000 family - International Organization for Standardization 14000 family of certifications for environmental management.
23. DPA - Data privacy agreement are to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations.
24. "Good Faith Efforts" actions undertaken by a bidder or contractor to achieve an award(s) specific purpose by its scope, intensity, and appropriateness to the objective, that can reasonably be expected, by fulfilling the award(s) requirements.

## **Scope/Purpose: Purchasing Authority**

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The Rhode Island Society of Technology Educators (RISTE) is an incorporated not-for-profit membership organization dedicated to maximizing the value of educational technology to its members by working with IT Vendors to procure the most effective and appropriate technological resources at the lowest possible price.

Educational institutions throughout Rhode Island rely on RISTE to provide the lowest cost solution for technology purchasing by aggregating the buying power of the State and providing flexible distribution options for hardware and accessories, software, online resources, technology, professional services, furniture, and books. Currently serving 34 public school districts, 21 individual schools, and over 35 private institutions. RISTE represents over 152,000 students and thousands of staff. For a list of our current members visit: <https://www.ri-iste.org/Member-Districts-Schools-Associations/>.

RISTE, as consortium agent, conducts this request for proposals on behalf of the educational institutions holding current and valid membership in the consortium ("Consortium Members"). All proposals submitted must include a 2% administrative fee returned to RISTE for each sale made under this agreement after each fiscal quarter.

RISTE agrees and represents that it has the agreement of all Consortium Members to enter into this request for proposals, and each Consortium Member accepts and agrees to the terms and conditions of this request for proposals, as if it has itself executed the same. Any resulting agreement from this procurement shall be available to other public entities across the RISTE membership through execution of the RISTE membership agreement.

State of Rhode Island

TITLE 16 - Education CHAPTER 16-2

School Committees and Superintendents [See Title 16 Chapter 97 – The Rhode Island Board of Education Act] SECTION 16-2-9.6

- **16-2-9.6. Joint purchasing agreements for technology and IT infrastructure.**

Notwithstanding any other law or rule, any two (2) or more school committees may establish joint purchasing agreements between and among themselves or with the Rhode Island Society of Technology Educators ("RISTE"), a domestic, nonprofit corporation, for the purposes of establishing bids pursuant to chapter 55 of title 45, and jointly purchasing technology-related goods and services. The RISTE, acting on behalf of any school committee(s) that are members of a joint purchasing agreement with RISTE, may establish specifications and bid on behalf of the member school districts. The RISTE shall comply with bidding requirements of chapter 55 of title 45. The RISTE and any consortia created pursuant to a joint purchase agreement under this chapter shall be entitled to all the rights and benefits set forth in § 37-2-56. Notwithstanding the foregoing, nothing in this section permits

set forth in § 87-2-30. Notwithstanding the foregoing, nothing in this section permits any non-public school or non-public school district access to the master price agreement maintained by the department of administration, division of purchases.

### **Scope/Purpose: Good Faith Statement & Communication**

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All information provided by RISTE in this RFP is offered in good faith. All awarded Vendors must confirm and extend Good Faith Efforts throughout the duration of the award. Vendors should not quote the RISTE award and then utilize another contract to procure the goods through.

Contract pricing should be considered the ceiling for RISTE members. Members may still negotiate preferred pricing, manufacturers rebates, or higher discounts for large purchases, and the RISTE admin fee should be calculated on the final purchase price. All RISTE members must continue to follow their local purchasing policies.

RISTE award(s) are to supercede all bids, contracts, and Master Pricing Agreements of RISTE members unless a RISTE member has explicitly requested that another bid, contract, or Master Pricing Agreement is to be used.

Individual items are subject to change at any time. RISTE makes no certification that any item is without error. RISTE is not responsible or liable for any use of the information or for any claims asserted there from.

**Vendor confirms and acknowledges Good Faith Efforts and will do so throughout the full duration of award(s) and any following extensions.**

\*

### **Scope/Purpose: Requirements**

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1. The proposals will be evaluated by using criteria, including but not limited to: pricing discounts, adherence to requirements, known vendor performance history in the implementation, service level of same or similar proposal(s), current and past vendor financial status, customer references, and past awarded bid utilization.
2. Vendor must guarantee discount.
3. Vendor must provide RISTE with quarterly reports detailing purchases made by RISTE members. In order to protect our members privacy, we do not need to know the name of which member made purchases. Otherwise the report should include a one page cover sheet or document detailing the total amount paid out to RISTE by category (Hardware, software, Professional Services), plus an accompanying consolidated report including additional information such as, but not limited to:
  1. Hardware - make, model, manufacturer Part #, Item Description, Quantity, Unit Pricing, Total Amount, Order Date, etc
  2. Software - Company name, manufacturer SKU #, Item Description, Quantity, Unit Pricing, Total Amount, Order Date, etc
  3. Professional Services - Company name, manufacturer SKU #, Item Description, Quantity, Unit Pricing, Total Amount, Order Date, etc
4. Vendor must guarantee/provide a discount structure for the term of the contract.
5. All pricing proposals submitted in response to this RFP must include a 2% administrative fee returned to RISTE for each sale made under this agreement.
6. Vendor must provide RISTE with a one page document with company information, contacts, and executive summary outlining what was submitted. In addition RISTE will need company contact information (who RISTE Members reach out to get quotes) and an CSV file with catalog listing of the pricing extended to RISTE Members per the submitted bid. Be sure to break out the catalog listing by category (Hardware, Software, and Professional Services).
7. All proposals submitted in response to this RFP will be compared based on this methodology. Any other method of discounting will not be considered, in order to accurately and fairly compare all Vendors proposals submitted.
8. Vendor must outline managed and professional services pricing available to educational entities.
9. Vendor will provide a privacy policy to show that student data will be protected.

## Scope/Purpose: Evaluation Criteria

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1. RISTE reserves the sole right to accept/reject or award to multiple Vendors any and all proposals based on (but not limited to) the criteria as stated under the heading "REQUIREMENTS".
2. The RISTE contract will be provided to the Vendor(s) awarded the bid. Both parties will work together to execute a final contract.
3. Vendor must complete all sections of the RFP. If they have no response for an item, Vendor must enter N/R and an explanation of why they have no response.
4. Bid evaluation will review all completed bids that meet the requirements of this RFP. The following categories are examples of items utilized in the bid review process:
  - Corporate Overview
  - Manufacturer Partnership
  - Financial and Certifications (RISTE is willing to sign Non-Disclosure Agreements (NDA) as needed)
  - Employees and Support Personnel
  - Installation Base
  - Marketing/Training/Support
  - Pricing Structure
  - Good Faith Efforts
  - Past Bid/Award Utilization
  - Client References

## **Section II: Vendor Profile - Corporate Overview**

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**Please provide answers to the following questions.**

**1. How many years has your company been in business?\***

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**2. How many years has your company been providing the product for Rhode Island school districts?\***

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**3. Vendors must provide a brief history and description of their company and include all personnel, with contact info, who will be supporting this agreement. Please submit an organization chart with a narrative describing how the agreement will be supported.\***

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**4. Please fill in the number of employees within your company that would be available to RISTE and its membership in each category below:**

<b>Sales*</b>	<b>Technical Support*</b>	<b>Application Support*</b>	<b>Training*</b>
_____	_____	_____	_____
<b>Research &amp; Development*</b>	<b>Management*</b>	<b>Clerical*</b>	
_____	_____	_____	

**Section III: Vendor Profile - Financial and Certifications**

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The boxes that have the text duplicated are to ensure you can read the entirety of the question. Both are asking the exact same question.

**1. Is the company privately or publicly owned?\***

\_\_\_\_\_

**2. Has the company filed for bankruptcy or reorganized due to financial hardship in the last 10 years?\***

\_\_\_\_\_

**3. Has the ownership changed during the last five years?\***

\_\_\_\_\_

**4. How long has the CEO/President/Owner been with the firm?\***

\_\_\_\_\_

**5. Please provide the last three years of financial history including annual reports.\***

If you are a public entity required to submit 10-K and 10-Q please directly attach them. RISTE is willing to sign a NDA to receive this information.

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**6. What is your company's credit rating?\***

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**7. Are you involved in any litigation? If yes, list each.\***

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**8. What institutes a departure from an awarded contract? Do you have a policy, guidelines? If so, please upload to Additional Documents section.\***

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**9. Do you have any System and Organization Controls certifications (SOCs)? If so please attach your SOC 1 Type 2, SOC 2 Type 2, and SOC 3 reports in the Additional Documents section.\***

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**10. Do you currently hold any ISO 27000 family certifications? If so please attach any documentation showing the length of held certification(s) and the current certification(s) in the Additional Documents section..\***

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**11. Do you currently hold any ISO 14000 family certifications? If so please attach any documentation showing the length of held certification(s) and the current certification(s) in the Additional Documents section.\***

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**12. Do you currently have any student data privacy agreements (DPA) in place? If yes, in what state(s)? Will they be listed as a client reference?\***

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**We reserve the right to request any additional financial data we deem helpful in evaluating your company.**

**Section IV: Manufacturer  
Partnership Levels (Microsoft,  
Google, HP, Dell, Lenovo, etc...)**

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Order	Manufacturer Name	Vendor Partnership Level	Sales of manufacturer product/se
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Only vendors are able to add rows.

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## Section V: Qualifying Questions

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**The primary items this contract will allow districts to purchase hardware and related accessories/peripherals, software, professional services, and classroom technology. Please provide answers to the following questions specific to those technologies.**

**The boxes have the text duplicated to ensure you can read the entirety of the question without hovering over the sentence. Both are asking the exact same question.**

**1. Explain how your company can assist RISTE members in asset management of all the devices including physical tags and an online management tool that can track the following information: • Device ID • Manufacturer Part Number • Serial Number • Assigned Location of Device • Assigned Tracking information assigned by district • Date of Purchase - Laser Etching\***

1. Explain how your company can assist RISTE members in asset management of all the devices including physical tags and an online management tool that can track the following information: • Device ID • Manufacturer Part Number • Serial Number • Assigned Location of Device • Assigned Tracking information assigned by district • Date of Purchase - Laser Etching

**2. Explain how your company can provide theft deterrent identification for each device, which includes branding and easy identification of devices, including a permanent and non-removable solution for unique identification.\***

2. Explain how your company can provide theft deterrent identification for each device, which includes branding and easy identification of devices, including a permanent and non-removable solution for unique identification.

**3. Break Fix – 3rd party warranty Please describe your solution for replacement of broken units and response time frames. Please describe your proposed replacement process and turnaround time frames. Please describe the warranty services proposed for this solution. \*Note - There shall be no charge assessed to the District/School for any shipping or handling in the shipment or return of the equipment.\***

3. Break Fix – 3rd party warranty Please describe your solution for replacement of broken units and response time frames. Please describe your proposed replacement process and turnaround time frames. Please describe the warranty services proposed for this solution. \*Note - There shall be no charge assessed to the District/School for any shipping or handling in the shipment or return of the equipment.

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**4. Please describe your capability to provide a turnkey solution for all members of RISTE, given that each school has their own requirements and specifications, i.e. the capability to manage each school implementation.\***

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**5. Customer shipping locations may vary, please provide detail as to how your firm is able to address sending to multiple locations with a detailed tracking system. Each location's shipping circumstances will be unique, it is required that a proposer be able to work with each member to manage the implementation.\***

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**6. Describe your firm's ability to handle complex logistics for each location including circumstances such as loading docks, inside delivery, ship to end users, warehouses, lift gate requirements, multiple ship to addresses, and separate billing for each member of RISTE.\***

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**7. Please describe your firm's warehouse capability to hold and stage orders prior to shipment to various locations. At times, it may be necessary to hold an item for shipment until the recipient can accept shipment.\***

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**8. Members may require that devices arrive on site pre-enrolled in each RISTE member's unique Google/Microsoft/Apple or MDM. Please describe your configuration process prior to shipment, and your capability to provide optional or additional onsite configuration services if a RISTE member requires them\***

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**9. Members may require annual Cyber Security audits, assessments, penetration tests, and policy reviews. Please described how this would look for a new school just starting out on their cyber security posture. Please list a check list approach, with the services you provide, on how the district would begin the journey with your company.\***

9. Members may require annual Cyber Security audits, assessments, penetration tests, and policy reviews. Please described how this would look for a new school just starting out on their cyber security posture. Please list a check list approach, with the services you provide, on how the district would begin the journey with your company.

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**10. Members are looking to further their current cyber security posture. Describe how you could/can offer/provide table top, simulation, and live exercises to test an organization's readiness?\***

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**11. We understand items and offerings change, merge, get removed, or expire. Please explain how you would communicate pricing and offerings changes in hardware, software, and professional services to RISTE and its members.\***

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**Please attach any published reviews, research, and/or articles about the product in the Additional Documents section.**

## **Section VI: Value Added Services**

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Vendors are strongly encouraged to include no-cost value adds as part of their proposal; this will be taken into account when proposals are evaluated. Some examples of no-cost value adds include the following:

- Professional Development - Please describe your Professional Development offerings (webinars, train the trainer, face to face, etc.).
- Repair center and technician certification - Please describe your repair center offering (local/depot) and technician certifications.
- Replacement Service - Please explain your replacement service for broken/defective units.
- Free resources available - Describe your pre-sales consultation, technology road maps and other assistance.
- Special Programs/Prime Vendor Advantages i.e. Student/Faculty purchases
- Describe any volume discounts, exclusive pricing, and special promotions that you offer
- Extended warranties - Describe your enhanced warranty services (uplifts, etc.).
- Describe your online purchase management system.

**1. Please describe your available Value Added Services available to all RISTE Members at no additional cost\***

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**2. Pay-for Value Added Services: If your company provides value-added, professional services similar to those listed above at for no cost, please list them here and explain how they are priced (per unit, hourly, etc...)\***

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**Please attach any published reviews, research, and/or articles about the product in the Document Upload section.**

## **Section VII: Vendor Profile - Client References**

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Please list at least 5 and up to 10 school districts that have implemented your product that we may contact. List as many in Rhode Island as possible. To add additional references, click the green (+) on the right of the reference box.

### **Reference**

**School Name:\***

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**Address:\***

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**Contact:\***

**Title:\***

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**Phone Number:\***

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**Date Installed:\***

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## **Section VIII: Pricing Structure**

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Educational institutions throughout Rhode Island rely on RISTE to provide the lowest cost solution for technology purchasing by aggregating the buying power of the state and providing flexible distribution options for hardware, software, online resources, professional services, technology furniture, and books.

Currently serving 34 public school districts, 21 individual schools, and over 35 private institutions. RISTE represents over 152,000 students and thousands of staff. For a list of our current members visit: <https://www.ri-iste.org/Member-Districts-Schools-Associations/>

RISTE, as consortium agent, conducts this request for proposal on behalf of the educational institutions holding current and valid membership in the consortium ("Consortium Members"). All proposals submitted must include a 2% administrative fee returned to RISTE for each sale made under this agreement after each fiscal quarter.

RISTE agrees and represents that it has the agreement of all Consortium Members to enter into this request for proposal, and each Consortium Member accepts and agrees to the terms and conditions of this request for proposal, as if it has itself executed the same. Any resulting agreement from this procurement shall be available to other public entities across the RISTE membership through execution of the RISTE membership agreement.

**Please confirm that you agree to the above 2% administration fee on all goods and services procured via this contract/bid if awarded**

\*

Please describe the pricing structure you propose for RISTE to evaluate. Provide a full catalog of items sold with discounts extended to RISTE Members. List what the discount is based on (example only: markup, public website, ad price discount) and supply your definitions of the discount description. Include volume level discounts and shipping discounts based on freight, cargo container, multi site delivery, lift gate, and packaging offers. All quotes must be proposed Freight On Board Destination (FOB) (meaning standard shipping to a single location per order) is included.

Catalogs must be updated regularly to RISTE and its members. Proposers may designate separate pricing structures for different item categories (examples: hardware, software, and services). *All pricing documents/lists may be uploaded in the Additional Documents section of the Bid.* Please note that changes to price lists or fixed markup percentages must follow the terms and conditions set in this contract.

**Proposed Pricing Structure\***

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## Section IX: Terms and Conditions

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## **Term and Conditions - Contract specific**

### **Contract Period**

The term for the contract awarded pursuant to this solicitation will be for a one (1) year period effective from the date of contract execution with options to renew for three (3) additional one year terms.

### **RISTE Administrative Fee**

The RISTE administrative fee is to be calculated into the price of all proposal items. Only the item price with the addition of the RISTE administrative fee is presented to the RISTE membership and will be the price paid by the RISTE Member.

### **Items and Pricing**

The purpose of this RFP is for designation as provider of hardware, software, and professional services for consortium members of RISTE.

### **Brand Specification**

If items called for by this request for proposal have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.

Responses offering "equal" products (including products of a brand name manufacturer other than the one described in this procurement) will be considered for award if such products are clearly identified in the responses and are determined by RISTE to meet fully the salient characteristics and requirements listed in the RFP or otherwise indicated by the items listed in Exhibit A.

### **Maintaining Product and Price List**

It is the responsibility of the awarded respondent to maintain an accurate price list for the lifetime of the contract including marking existing products as discontinued and submitting a complete and accurate price list every six months, or more frequently as required. Vendors may utilize an online portal for pricing with RISTE and its members in lieu of price lists if available.

### **Discontinued Items**

All changes to the price list must be submitted 30 days prior to taking effect. Discontinued items must be submitted to RISTE to be removed from the contract. If a member of RISTE purchases a product that is no longer available, but was not designated so by the awarded Vendor, it will be the responsibility of the Vendor to ship an equivalent or better product at the price of the purchased, discontinued product.

### **Adding New Products**

When a manufacturer creates new models or replaces discontinued ones that were contemplated by the scope of this RFP, they may be added to the awarded contract at the same percentage off discount category or at a greater discount.

### **Shipping**

All items must be proposed Freight On Board Destination (FOB) (meaning standard

All items must be proposed Freight On Board Destination (F.O.B.) (meaning standard shipping to a single location per order) is included

There shall be no charge assessed to the District/School for any shipping and handling in the shipment or return of the equipment.

### **Lowest Possible Price**

By submitting a proposal, the Vendor agrees that the price offered to the RISTE with the contract's administrative fee is the lowest price offered by the Vendor to the members of the RISTE.

The RISTE Members shall pay the lower of the prices contained in the RFP or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Standard Configuration price or Per Transaction Multiple Unit Discount.

RISTE reserves the right to review at any time the pricing of this agreement. If pricing is found to not be the lowest possible price for Consortium Members, any agreement from this RFP process may be immediately suspended, re-bid, or pricing immediately adjusted to affirm this requirement.

## **Terms and Conditions - RISTE Bidding and Proposals**

### **Change by Addenda**

RISTE may change this RFP by Written Addenda

- RISTE shall issue all Addenda on the online bidding solution (BidExpress).
- All Vendors actively preparing a response will be notified and all bidders must acknowledge receipt of addenda to submit bids.
- At its discretion, RISTE may extend the Closing to allow Vendors time to analyze and adjust to changes.
- The failure of a Vendor to acknowledge any addenda shall not relieve the Vendor of the responsibility for complying with the terms thereof.

### **Modification or Withdrawal**

A Vendor may modify or withdraw its Proposal in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in PROPOSAL SUBMISSION above. Vendors are responsible for ensuring that RISTE receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Vendor's letterhead, signed by an authorized representative of the Vendor.

The Vendor hereby acknowledges and agrees that these specifications and this RFP process control any contract awarded by this process unless the Vendor expressly states on the Vendor Signature Page alternative terms or conditions the Vendor wishes RISTE to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the proposal to rejection.

All variances from the specifications shall be clearly noted on the proposal to allow for the evaluation of that variance. The lack of notation of a variance may constitute rejection of the proposal.

### **Modifications**

Modifications must state that the modification amends and supersedes the prior Proposal.

**Withdrawals**

When in person the Vendor must present appropriate identification and evidence of authority satisfactory to RISTE.

Proposals submitted by Vendor shall be irrevocable for at least thirty (30) calendar days after the proposal opening date and time.

**Late Proposals**

Any Proposal received after Closing is late. A Vendor's request for withdrawal or modification of a Proposal received after Closing is late. RISTE will not consider late Proposals, withdrawals or modifications. RISTE reserves the right to consider proposals received late due to issue with online bidding platform (BidExpress).

**Receipt, Opening and Recording Proposals**

All proposals will be managed and maintained in the online bidding platform (BidExpress).

The content of proposals will not be disclosed until all proposals have been evaluated, negotiations completed if required, and Intent to Award has been published.

**Multiple Awards**

RISTE reserves the right to elect, in its sole discretion, to make multiple awards.

I acknowledge and agree to the above terms and conditions.   
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 er need and service,   
 ded through the   
 not preclude RISTE   
 from awarding a single Contract.

**Questions, Changes and/or Clarification**

All questions regarding this RFP must be submitted through the online bidding

Name	Description	Omission Terms
Optional: Vendor is not required to complete.		
Optional additional documents	Optional additional documents	Not applicable
Optional additional documents	Optional additional documents	Not applicable

4 Required Documents

Name	Description	Omission Terms
Optional additional documents	Optional additional documents	Not applicable
Optional additional documents	Optional additional documents	Not applicable
4 Required Documents		

### Proposal Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals from Vendors to provide products and/or related services.

The undersigned acknowledges their authority to submit this proposal on behalf of the Vendor listed below and bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFP process.

**Name of Company Proposing:\***

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**Contact Person:\***

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**Email Address:\***

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**Address of Company Proposing:\***

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**Telephone Number:\***

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**Federal Tax ID No:**

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**Signature:\***

**Date:\***

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(Must be signed by an officer or duly authorized company representative.)