



Solicitation Information

September 17, 2012

RFP # 7458070

**TITLE: TEMPORARY PROFESSIONAL CONTRACTOR SERVICES
FOR THE STATE OF RHODE ISLAND (MPA-393)**

Submission Deadline: October 15, 2012 @ 11:00 AM (EDT)

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at rfp.questions@purchasing.ri.gov no later than Wednesday, October 3, 2012 @ 12 Noon (EDT). Questions should be submitted in a Microsoft Word attachment. Please reference the RFP number on all correspondence and in the subject field of the email. Answers to questions received, if any, will be posted on the internet, as an addendum to the solicitation, at <http://www.purchasing.ri.gov>. It is the vendor's responsibility to check the aforementioned web site on a regular basis for addendum postings.

SURETY REQUIRED: No

BOND REQUIRED: YES -- Performance Bond – The vendor shall submit annually and maintain a performance bond approved by the State in the amount of **50% of the proposed vendor annual cost**. All surety companies must be listed with The Department of Treasury, Fiscal services, Circular 570, (Latest Revision published by the Federal Register). The Purchasing Agent reserves the right to consider and accept alternative forms of surety.

DANIEL W. MAJCHER, ESQ.
Assistant Director, Special Projects

Vendors must register on-line at the State Purchasing Website at <http://www.purchasing.ri.gov>

NOTE TO VENDORS:

Proposals received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Section 1 – Introduction

The Rhode Island Department of Administration, Division of Purchases (“Division”), on behalf of the State of Rhode Island (“State”), is soliciting proposals from qualified vendors to provide comprehensive professional temporary contract services. The vendor[s] awarded this contract will recruit, hire and place temporary professional personnel at the request of the State. The current contract for temporary professional contract services expires on **September 30, 2012, but was extended to December 31, 2012 to accommodate this procurement process.**

The current contract, which began on October 1, 2007, will be expiring on December 31, 2012, was awarded to a single vendor. At present, there about 300 temporary contractors for professional services who are engaged in State business under the current contract. **Attachment #1** provides the historical positions and number of hours, but please note, that there is no guarantee of any level of spending activity going forward. The primary use of the temporary professional contractor agreement is to provide specialized services and staff augmentation for time-limited projects, sometimes related to Federal grants of a limited duration. In accordance with the terms herein, the State is looking to solicit proposals to provide contractor services for the next three (3) years, with two (2) one (1)-year options at the sole discretion of the State.

This procurement is not intended to be used by agencies to circumvent the normal hiring procedure for state employees. The successful vendor or vendors must be cognizant of this objective and continue to help to facilitate an “arm’s length” relationship between the contractor and the State. “Arm’s length” means that the contractors are recruited by the vendor and are the employees of the vendor[s]. All vendor employees are to be treated as non-State employees.

Currently there are other statewide Master Price Agreements (“MPA”) in place for personnel services. These statewide agreements include MPA 230 (Computer Tech Support/Systems Analysis/Programming), MPA 157 (Personnel Services Temporary), and MPA 266 (Temporary Construction Inspectors). At this time, this RFP for Professional Temporary Services is independent from these other agreements.

The detailed list of titles and positions contemplated within this MPA are provided below. These positions and titles can be divided into four categories:

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|--|------------------|
| 1. Medical/Dental | 3. Technical |
| 2. Teachers/Instructors/Instructor Aides | 4. Miscellaneous |

A proposing vendor may present a proposal to provide personnel services in either one, multiple categories, or all categories. However, the proposing vendor cannot bid partially on any individual category. The State reserves the right to award this MPA to either one (1) vendor covering multiple categories or to multiple vendors in various categories as deemed to be in the best interests of the State. Unlike the previous solicitation for the current contract, the proposing vendors will bid a fully loaded rate (including all overhead, employee taxes and profit) for each position. A forty (40) hour work week will be used for the purposes of this contract, with services being provided to the State during regular business hours, nights and weekends as required by the agency requesting the services.

Positions may be added or deleted at any time during the duration of this contract at the sole discretion of the State based on State's need and in accordance with State procedures. While **Attachment # 1** provides the historical expenditure for fiscal year 2011 and also reflects intended potential reductions where the state may attempt to convert a position to a full-time equivalent employee where appropriate. **Attachment #1 is therefore an estimate and there is no guarantee of any level of spending activity by the State. The State reserves the right to create a part-time or full-time State position to provide any of the services included in this contract if doing so is deemed to be in the best interests of the State.**

Once again, the award will be for a Master Price Agreement for three (3) years with the potential for two (2) one-year extensions at the State's option, in accordance with the terms of this RFP, the terms on the Bidder Certification Cover Form, the State's General Conditions of Purchase and Rhode Island Purchasing Rules and Regulations (may be obtained at the Rhode Island Division of Purchases Home Page at: <http://www.purchasing.ri.gov>), and Rhode Island General Laws.

There will be an opportunity to ask clarifying questions about this solicitation. Questions must be submitted through email to the Division at rfp.questions@purchasing.ri.gov by the date & time indicated on page one of this solicitation. Please include the RFP # and title as the subject in the email. Questions and answers will be posted on the Division's website, as an addendum to the solicitation, at <http://www.purchasing.ri.gov>. It is the responsibility of the vendor to monitor the Division's website for any updates/addendums.

This is a RFP, not an Invitation for Bid: responses will be evaluated on the basis of the relative technical merits of the proposal as provided herein, in addition to cost; there will be no public opening and reading of responses received by the Division pursuant to this RFP, other than to name vendors who have submitted proposals.

Performance Bond – The vendor shall submit annually and maintain a performance bond approved by the State in the amount of **50% of the proposed vendor annual cost**. All surety companies must be listed with The Department of Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register). The Purchasing Agent reserves the right to consider and accept alternative forms of surety.

General Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.

13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the successful vendor(s).*
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.

Section 2 – Scope, Background & General Information

This RFP is for temporary professional services for the State agencies to augment current staff. The primary focus will be professional type personnel primarily in the health and human service agencies in the Executive Branch. However, other Executive Branch agencies may engage these services under the terms of this MPA. Additionally, the successful vendor[s] will be eligible to provide access to their services to the Judicial and Legislative Branch, municipalities and quasi-agencies. The current contract for temporary professional services expires on September 30, 2012. The State wishes to continue using these types of professional services at this time.

The "Contract Administrator" is an employee of the Department of Administration, Division of Human Resources (Corporate Section). This individual may have a designee from each of the Human Resource Service Centers representing groups of departments and agencies utilizing temporary contractors. The Contract Administrator is authorized to represent the State in all matters pertaining to the administration of this contract.

STATEMENT OF NEED:

A. The State needs the services of a vendor to provide temporary professional employment services as follows:

1. Temporary professional services as required for the position classifications listed in **Attachment 4** (Active Titles and Wage Rates), as well as, other position classifications which may be required for future needs that fall into similar categories. The listing of all approved classifications and related job specifications will be made available to vendors upon request.
 - a. The vendor is responsible for recruiting suitable individuals to meet the needs of the State.
 - b. The vendor will provide three (3) candidates for the position where possible and forward the resumes to the State. If less than three (3) candidates are available, the vendor must notify the agency in writing.

- c. If the candidate is not suitable to the State in its opinion, the vendor must provide additional candidates as necessary.
- d. Individuals currently working as temporary professional personnel engaged with the State, which either transfer or remain with the incumbent vendor if awarded this contract, are exempt from this process.
- f. The vendor will follow the tasks below stated on page 6.

2. Temporary Professional Services personnel shall be employed by the vendor. The vendor shall be responsible for all payroll taxes, Worker's Compensation, payroll reports, and all other employer federal and state record keeping and reporting requirements for their personnel. **The fully loaded rate proposed by the vendor must cover all of these costs.** Additionally, liability resulting from the actions of the temporary professional services contractor shall be assumed by the vendor.

3A. Positions that require a motor vehicle operator's license will necessitate the candidate to sign a standard state DMV release form for a satisfactory review of their driving history. The Vendor shall be responsible for obtaining and verifying the official licensed record to insure validity, any restrictions, endorsements and driving history for the prior three years. In the event the candidate has a driving record, the agency requesting the services will determine the suitability to provide the services sought.

3B. The standard candidate screening shall also necessitate the candidate to sign the standard disclaimer form for an official background check with the RI Department of Attorney General's Bureau of Criminal Identification for a satisfactory review of confidential law enforcement documents. The Vendor shall be responsible for obtaining and verifying the official BCI record and providing it to the agency requesting the services. In the event the candidate has a criminal record, the agency requesting the services will determine the suitability to provide the services sought.

4. Each temporary services personnel supplied by the vendor should be available for the entire length of the assignment. If a temporary resource is unable to complete an assignment, a two-week notice is preferred. The vendor should immediately provide another candidate to fulfill the assignment in accordance with the process stated in #1 above.

5. The vendor shall not prohibit or charge the State any replacement fees or agency fees if a temporary resource submits an application for full-time employment and is selected for employment by the State. The temporary contractor will normally give the vendor a two-week notice prior to being employed by the State.

6. It is the responsibility of the vendor or their temporary resource to provide transportation to the required locations. Temporary Professional Services personnel must comply with all RI regulations and statutory requirements.

B. The State will be responsible for the following:

1. Departments and agencies will advise the vendor of positions requiring driver's record checks.

2. A department or agency requesting the services of temporary services personnel will determine the normal working hours (up to a maximum of forty (40) per week) for their Temporary Professional Services personnel. The State has some departments that are in operation as much as twenty-four (24) hours a day. Workdays may include nights, weekends and holidays. Lunch periods will range from 30-60 minutes and will be determined by management. No payments will be made for lunch periods. Additionally, on an emergency basis to protect the health, safety and welfare of the State, with signoff and approval in advance from the Contract Administrator and the Division, the agency may utilize a contractor for more than forty (40) hours, at an overtime rate of one and half times the regular rate. The potential vendor(s) should work with the agency to make sure the contractor is compensated using the correct overtime rate.

3. Persons authorized to request temporary personnel will be identified by the Contract Administrator.

A. Tasks

- Facilitate a transition of existing services provided
- At the request of the State or its departments and agencies, by completing the formal process, the vendor will immediately post a position(s) to a nationwide healthcare or other job-related employment database.
- For services not already provided, prior to posting, the vendor shall make sure that the services and the associated rate are negotiated and approved by the State's Personnel Administrator, and the Division through the issuance of an approved "change order."
- Post jobs in appropriate Rhode Island and other regional publications for next day advertisement in order to facilitate the identification of three (3) qualified candidates. The vendor(s) must make reasonable efforts to advertise appropriately.
- Post jobs online on reputable job search engines
- Identify and maintain two vendor staff members to assist with recruiting.
- The vendor will screen the candidates to ensure that they meet the requirements as described in the job descriptions, including educational background, knowledge, and experience necessary to perform the duties of the position posted. The vendor will also perform a BCI and a CORI check and will provide the background check to the requesting agency.
- Once three (3) candidate(s) have been identified as qualified to perform the required duties of the position, the vendor will fax and/or e-mail resume[s] to the requesting agency for review.
- The agency will review the resumes, and request additional information and schedule interviews as necessary. The state agency will either accept or reject the candidate[s]. If the candidate[s] is rejected, the vendor will submit an additional candidate[s].
- If the candidate is accepted, the vendor will notify and offer the position to the candidate, and if accepted, the candidate will notify the vendor. The vendor shall notify all candidates who have not been accepted. The vendor's employees shall

possess all permits, licenses and professional credentials to perform services as required by the State.

- The vendor will exercise its best effort to have the candidate start within two weeks of the notification date depending upon the urgency of the request.
- The vendor will handle the payroll and other ancillary requirements including taxes, Worker's Compensation and FICA, all which will be included in the fully loaded rate proposed by the vendor.
- The vendor will monitor general performance of the vendor's employee and establish a quality control program.
- The vendor will identify a single point of contact (Account Manager) to ensure timely handling of requests and/or issues of the State.
- The Vendor(s) will establish reports and monitor the balances in all POs and notify the Contract Administrator and appropriate agency when the remaining balance of a line item is forty (40%) percent (or other mutually agreed upon percentage) of the original amount for that line item established in the PO.

The State reserves the right to hire the vendor employee at any time after three (3) months from the start date of service by such vendor employee with no additional cost and no prohibition.

B. Deliverables

- Payment activity will be reported on a bi-weekly basis and will include the contractor name, contractor #, position title, and total number of hours worked, the hourly rate of pay, total amount billed, etc. (See Attachment 2 for reporting format.)
- The Account Manager will summarize any recruitment or placement activity that occurred during the invoice period.
- Based on mutually agreed frequency, the Account Manager will meet with State staff to discuss the status of this work effort, including any performance issues or concerns, and if necessary, plans for improvement. The meetings will be held at the impacted State department or agency.
- The vendor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Contract Administrator within fifteen (15) business days at the end of each calendar quarter that the Contract is in effect. For the purposes of this Contract, the vendor shall report percentages of contract revenue committed and paid to each DBE.
- A Monthly Report will be produced in accordance with Attachment #2

C. Invoicing & Payment: The vendor will invoice bi-weekly based on the number of positions filled and rate of pay for each.

The vendor, for the benefit of the State, will be required to establish a bank escrow account for this contract that is separate from any other vendor corporate account(s). This escrow account will be used solely to secure funds that are transferred from the State of Rhode Island and used to pay temporary contractors under contract. Once all direct deposits or checks have cleared/processed against this account or after one calendar week, the vendor may remove the premium portion to its corporate account(s).

The payment and invoicing process will be generally as follows but may be modified by the state as necessary with mutual agreement with the vendor:

1. The contractors work for a two week pay period.
2. Within three business days after the pay period, the time sheets for the contractors are submitted to the vendor by the State. The State encourages an electronic internet solution for the submission of work hours to be provided by the vendor.
3. Within the next three (3) business days the vendor submits an invoice to the Office of Accounts & Control for payment.
4. The day before the end of the next pay period, the State will electronically wire the vendor the funds to the separate payroll account.
5. The vendor will then issue payment to the vendor's employees.

The State reserves the right to revert to a traditional payment method of billing and issue payment within thirty (30) days of invoicing should the State decide to award to multiple vendors. The vendor will be required to utilize the State's I-Supplier portal to help facilitate prompt payment. The bidder should itemize any additional costs in the bidder's cost proposals that would be added on to the rates should the State switch payment methods.

EXAMPLE of current payment model:

Work Period: 8/29/11 to 9/11/11 (week ending 9/11/11)

Time Sheets due to vendor by 9/14/11

Invoicing from Vendor 9/20/11

Payment electronically sent to Vendor 9/21/11

Pay Date of 9/23/11 for vendor's employees

Section 3 –Standards & Specifications

The following standards and specifications apply to the scope of this RFP. The vendor's principal point-of-contact is the Account Manager or designee for all matters pertaining to this RFP and subsequent contract. The relationship between the vendor's Account Manager and the State's Contract Administrator will be one of coordination and cooperation. Disputed matters will be referred to the vendor's management and the appropriate agency administrator and the Contract Administrator for review and resolution. Adherence to these standards by the vendor is one of the primary responsibilities of the Contract Administrator.

The vendor will be responsible for ongoing and uninterrupted management and implementation of this project for temporary (staff augmentation) professional contractors that adheres to all state and federal requirements. As such, all medical and related staff shall be appropriately licensed by the Rhode Island Department of Health or other State agency where necessary.

A. Implementation/Transition Process: The vendor will be responsible for recruiting for all of the required positions. The State will provide designated areas (i.e. such as near the cafeteria at the Department of Administration and a location to be determined at the Pastore Campus in Cranston) for the vendor to utilize for the initial recruiting period. A joint implementation/transition team will be formed between the vendor and the Contract Administrator immediately following the effective date of the contract. This team will prepare a customized implementation/transition timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will be in place for at least ninety (90) days after full implementation to monitor and ensure the program's success. The Account Manager and the Contract Administrator shall perform the tasks assigned to them by the due dates established in the timetable.

Procedures mutually agreed upon by the parties resulting from the implementation process shall be documented in writing and will automatically become a material part of the Contract, without the necessity of any further instrument.

B. Customer Service: The vendor (s) shall designate an Account Manager that is accessible to oversee this contract and serve as the single point of contact for accountability.

C. Security: The vendor(s) will have its own employee policies and procedures and will be responsible for ensuring that all personnel comply with any and all rules, regulations, and procedures of each RI agency, building and facility. The individual agency's rules, regulations and procedures governing entry and conduct of staff working inside the building/facility will be made available and explained at the point of entry. Each agency reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures. The vendor will provide training on the facilities security policies.

All employees of the vendor who work inside a security perimeter must submit to a background investigation conducted by the specific agency. The vendor must submit the name, social security number, driver's license number, and date of birth of each and every contractor providing services at a secure facility.

Each vendor employee hired to perform temporary contractor services under this RFP will be required to sign a State of Rhode Island Nondisclosure-Confidentiality Agreement issued by the State.

D. Insurance & Indemnification:

i. Insurance: Certificates of insurance with the following minimum coverage are required:

Commercial General Liability Insurance

\$1,000,000 each occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 aggregate

The state is to be an additional insured. Coverage of the contractor will be primary and non-contributory and there should be a waiver of subrogation.*

* endorsements for additional insured and waiver of subrogation should accompany insurance certificate when required for submission.

Auto Liability

\$1,000,000 combined single limit covering owned, non-owned and hired vehicles.

Workers Compensation

Statutory Limits with Employer's Liability Insurance Limits of:

\$100,000 each accident

\$100,000 disease each vendor employee

\$100,000 disease policy limit.

Professional Liability Insurance

\$1,000,000 per occurrence and aggregate for medical staff, teachers and any other professionals that may be contracted. The insurance certificate will be sent at first award and at policy expiration during the first year of the contract and annually thereafter.

Employment Practice Liability Insurance

\$1,000,000 covering contractor and its agents, and vendor employees

ii. Hold Harmless and Indemnification: To the full extent of Rhode Island law, the contractor agrees to indemnify, defend and hold harmless the State, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the contractor, its agents or employees, including all costs, expenses and attorneys fees which in any manner result from or arise out of this agreement.

The contractor's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.

The contractor shall reimburse the State for any and all damages to the real or personal property of the State including costs associated with recreating data caused by the acts of the contractor, its agents or employees. The State shall give reasonable notice of any such claim.

The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.

E. Statement of Employment: Personnel supplied by the vendor must be deemed employees of the vendor and will not for any purposes be considered employees of the State of Rhode Island. The vendor assumes full responsibility for the actions of such personnel while performing services pursuant to the Contract, amendment, or purchase orders issued hereunder, and must be solely responsible for disciplining the employee if necessary, Human Resources oversight, payment of salary (including withholding of state and federal income taxes and Social Security), workers' compensation, disability benefits, and the like. The vendor will provide the state with a waiver of subrogation.

F. Corporate Services: The vendor shall provide the minimum levels of corporate services:

1. A corporate level management representative must be available when necessary. Visits will be documented and available on request.
2. The vendor's regional manager and/or executive-in-charge of the State account (Account Manager) must be present and available on-site for major events with advance notice from the State.
3. The vendor will be responsible for establishing, installing, and programming computer service systems and maintaining any local area networks related to the vendors systems.
4. The vendor must provide expert administrative, personnel advice, support and supervision as required for the correct operation of this account. Active participation by the vendor's regional staff in oversight, quality assurance and special events is a requirement of this RFP. The vendor is required to identify the qualifications of the corporate-level staff dedicated to this account, and their experience with the temporary employment services that are offered.
5. All hardware and software, as well as personnel necessary to implement and operate such a system, must be provided by the vendor. The vendor must clearly describe and explain its proposed process for operating and tracking temporary contractors placed in service in RI. Costs associated with all upgrades to an electronic operating system will remain the responsibility of the vendor.
6. When reporting on staff assigned to the State of RI, the total number of staff shall not include double counting whereby one individual may work 2-3 jobs but should be counted as one contractor. See Attachments 2 and 3 for the monthly reporting format. The vendor should ensure that an individual does not work more than regular work week hours per

week, regardless of the number of jobs they perform for the State, unless otherwise agreed upon with the state in an emergency situation.

G. Accounting, Audit, Inspection and Reporting Requirements

1. The vendor shall furnish invoices immediately upon close of bi-weekly pay period. These invoices must be submitted in a format provided by the State to ensure timely payment. See **Attachment 2 & 3** for invoice process and requirements and examples. The vendor must retain and preserve all necessary records relating to this contract for a reasonable period of years.

2. RI may conduct its own accounting audits and reserve the right to conduct occasional unannounced accounting audits of the vendor's operation covered by this RFP.

3. The vendor may be subject to a periodic, prearranged audit of management systems, and financial accounting practices by a representative of the State. The audit may include a review of: performance compared with the standards contained in this RFP; service quality, attentiveness, courteousness, operational performance from a financial perspective; other related conditions and/or practices; management and operations systems; and financial systems and billing practices.

Upon completion of any audit, the State shall advise the vendor of deficiencies in the operational practices. The vendor shall provide a corrective action plan within ten (10) days of the audit report, if conditions are warranted. Failure to comply with any time limits for corrections may result in cancellation of the Contract.

4. The vendor must maintain appropriate documentation of the operation of its services.

H. Personnel: The vendor must be expected to comply with the State's policy on background checks. The results are required prior to any contractor beginning employment at any facility and must be provided to the requesting agency. A copy of the Listing of Approved Classifications and Related Job Specifications are available upon request.

The Vendor shall be responsible for verifying that its employees are legally eligible for employment within the United States. The Vendor shall be responsible for completing and retaining the US Department of Homeland Security's Form I-9 Employment Eligibility Verification. The Vendor shall make available for inspection by officials of the US Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for immigration related unfair employment practices.

I. Staffing Requirements: The vendor will maintain and furnish the Contract Administrator an up-to-date organization showing the vendor's staff which is designated to accomplish the work prescribed. The chart will include the names of all principal and/or key personnel by activity assigned and will be reviewed and updated as needed, annually at a minimum. The

vendor will maintain and furnish an up-to-date list of names, phone numbers and of key personnel to contact in the event of an emergency.

J. Quality Assurance: The vendor must have a Quality Assurance Program in place that complies with federal, State and any other regulatory agencies. The vendor is required to demonstrate that such Quality Assurance programs are currently installed and functioning at other similar accounts operated by the vendor. Information comparing RI to industry benchmarks is encouraged. Copies of this Quality Assurance Program and evidence of the implementation of such program must be submitted with as part of the proposal.

K. Complaint Management System: The vendor will work with the Contract Administrator to create and implement a complaint management system. The vendor must be responsive towards working directly with the temporary contractors in addressing issues surfaced as a result of this complaint management system. The Contract Administrator will be notified of all complaints and resolutions, which will be documented. The vendor may provide a sample complaint management system process.

L. Transportation and Training Costs: The State will not allow for travel for the vendor or its employees. Additionally, training costs will be borne by the vendor or its employee.

M. Term of the Contract: The vendor should assume a 45-day implementation period between contract award and taking full responsibility for providing temporary (staff augmentation) contractors to the State of RI. The contract will be for a three-year term. Additionally, there will be two one-year extensions at the State's option for a total possible term of 5 years. If necessary, deficiencies in performance of services and/or failure to supply temporary contractors in a timely manner will be documented in writing by the State. Should a pattern of substantial dissatisfaction become apparent, the State reserves the right to terminate the contract for cause.

N. Billing Requirements:

1. The vendor may impose a cancellation charge for an assignment canceled by an agency later than 3:00 pm on the day preceding scheduled arrival of temporarily assigned staff. Such charge is not to exceed two (2) hours of billable time for the job category requested by the agency.
2. The cancellation charge amount is applied once per canceled assignment regardless of the length of the assignment.
3. The vendor will not bill a cancellation charge for the dismissal of a temporarily assigned individual who is deemed unsatisfactory by the agency.
4. The State will be invoiced by the vendor for services rendered bi-weekly. The state's payment to the vendor reimbursing for costs may be issued on the day of or on the day just prior to the payment to the Temporary Personnel Staff, but only after the individual has worked the previous two weeks. **The State reserves the right to revert to a traditional payment method**

of billing and issue payment within thirty (30) days of invoicing should the State decide to award to multiple vendors. The vendor will be required to utilize the State's I-Supplier portal to help facilitate prompt payment. The bidder should itemize any additional costs in the bidder's cost proposals that would be added on to the rates should the State switch payment methods.

5. The State will not be responsible for any mileage incurred by the temporarily assigned individual in traveling to or from the designated work station, nor will the State be responsible for any costs associated with parking.
6. The contract will not be used for any form of recruiting reimbursement fees or permanent placement fees, including payroll servicing ("employee leasing").
7. Temporarily assigned individuals will work a regular work week as determined by the agency where the Temporary Professional Services personnel are placed, not to exceed 40 hours.

O. Contract Administration: The Department of Administration, Division of Human Resources (Corporate Section) shall identify the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator (and designees) shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator (and designees) shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any Contract modifications made must be authorized the State Division of Purchases through a written amendment to the contract.

P. Contractor Performance Assessments: The State may do assessments of the vendor's performance. The contract may be terminated for one or more poor performance assessments. The vendor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate the contract based on the assessment and any related information, the vendor's response and the severity of any negative performance assessment. The vendor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

Q. Transition Assistance: If the contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the vendor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the vendor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the vendor for the additional resources the vendor utilized in providing transition

assistance with any damages the State may have otherwise accrued as a result of said termination.

R. Benefits: For this RFP, there are no specific requirements as to the benefits provided by the vendor to its employees, but the vendor should describe any such benefits in its proposal. The successful vendor will provide management, staffing and services on their terms, with oversight by the State. The State assumes that providing quality staffing means having a compensation package that would appeal to quality employees of the vendor.

Section 4 – Proposal Questions & Submission*

*See page one of this solicitation

Pre-Proposal Questions and Proposal Submission Questions concerning this solicitation may be emailed to the Division in accordance with the terms and conditions expressed on the cover page of this solicitation. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information and track the website for information and addendums.

Interested offerors may submit proposals to provide the services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Proposals received after this time and date will not be considered. The official clock is in the reception area of the Division.

Proposals should include the following:

1. A completed and signed R.I.V.I.P. generated Bidder Certification Cover Form downloaded from the Division's website
2. An original (marked "Original") plus seven (7) copies of a signed and sealed Cost Proposal.
3. An original (marked "Original") plus seven (7) copies of a separate Technical Proposal.
4. A completed and signed W-9 Form downloaded from the Division's website

In addition to multiple hard copies of proposals required, the vendors shall provide two (2) copies of their technical proposal and two (2) copies of their cost proposal in electronic format (CD-ROM). Microsoft Word/Excel or PDF format is preferable.

The cover page of the proposal shall state which specific categories the vendor is submitting a proposal or "All Categories."

I. The Technical Proposal must contain the following sections and information:

1. **Executive Summary:** The Executive Summary will highlight the contents of the Technical Proposal as well as provide the State of Rhode Island evaluators with an overview and broad understanding of the vendor's technical approach and ability.

2. Vendor's Organization and Staffing: This section shall include identification of all vendor staff and/or subcontractors proposed as members of the implementation team, and/or corporate oversight for the temporary professional services contract. This section should include the duties, responsibilities, and concentration of effort which apply to each (resumes, curriculum vitae or statements of prior experience and qualification).

3. Work Plan/Approach Proposed: This section shall contain a thorough explanation of all aspects, requirements and services required, along with a transition plan to implement the project as stated above in this RFP. This section shall describe the vendor's understanding of the State's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. The Work Plan shall discuss and justify the approach proposed to be taken for each task or requirement, and the technical issues that may be confronted at each stage of the implementation project or during the regular course of business. The Work Plan description shall include a detailed proposed project schedule for implementation, a list of tasks, activities and/or milestones that will be employed to implement and then administer the project, the assignment of staff members, the concentration of effort, and the attributed deliverables.

This portion of the technical proposal should include concise information regarding the vendor's ability to address all portions of the scope of work.

4. Previous Experience and Background: Provide the following information:

- a. A comprehensive listing of similar engagements undertaken, as well as similar clients served, providing a brief description of the engagement.
- b. The name, address, contact person, and telephone number of at least three (3) entities where the vendor is currently providing temporary contractors, with preferably one being in the public sector.
- c. The vendor's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. Questions concerning this requirement should be addressed to Charles Newton, MBE Officer, or Dorinda Keene at (401) 574-8253.
- d. The offeror shall submit a list of contract(s) that have been terminated along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it feels is competent to provide such information.
- e. The offeror shall have maintained an organization capable of performing the work described herein, in continuous operation for a least the past three (3) years. All owner, stockholder, officer, director, member, partner, or principal shall be

disclosed. Additionally, any person or business entity responding to a public solicitation must disclose whether any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide pertinent details. Any person or business entity responding to a public solicitation must disclose whether any previous contract with a federal, state, or municipal government agency has been terminated for any reason within the previous five (5) years. If so, then provide pertinent details.

f. The offeror must have an organization that is financially and logistically able to handle a contract for services with the multiple agencies at different locations around the state. In a separate envelope, the offeror shall provide financial statements, a balance sheet and any CPA reports regarding the vendor's financial capacity. These financial statements will be returned to the vendor after the review is complete.

g. A copy of all performance or regulatory violations over the past 18 months.

II. COST: Bidder's should use the attached cost proposal template (Attachment #4). The lowest costing vendor will automatically receive 40 points, with every additional vendor receiving cost points on a proportional basis compared to the lowest cost. The State will analyze the costs by individual category and for all categories and will then determine whether to award to a single vendor or multiple vendors considering the best interests of the State. The cost score is calculated based on the following formula: $((\text{lowest cost}/[\text{proposed cost of other vendor}]) \times \text{cost points available})$. The proposing vendor shall utilize the Template in **Attachment 4** to submit its cost proposal. The cost will be determined by multiplying the vendors proposed rates times the provided values (hours). **The bidder should itemize any additional costs in the bidder's cost proposals that would be added on to the rates should the State switch payment methods.**

A proposing vendor may present a proposal to provide personnel services in either one, multiple categories or all categories. However, the proposing vendor cannot bid partially on any individual category. The State reserves the right to award this MPA to either one (1) vendor covering multiple categories or to multiple vendors in various categories as deemed to be in the best interests of the State.

III. Submission Deadline: Please refer to page one of this RFP.

An original plus seven (7) copies of the Technical and original and seven copies of separately sealed Cost Proposals, plus two (2) electronic copies (CD-ROM) of each, must be either mailed or hand-delivered in sealed envelopes, **marked with the title and RFP # (the Cost Proposals must be in a separate, sealed envelope)**. Send the proposals to:

**Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855**

Note: Proposals received after the above-referenced due date and time may not be considered. Proposals misdirected to other State locations by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

Section 5 – Evaluation and Selection

The state will commission a Technical Review Team to evaluate and score all proposals for the categories described above using the following criteria:

	<u>Criteria Points</u>
<u>Organization and Staffing</u>	15 Points
<u>Previous Experience and Background</u>	15 Points
<u>Work Plan and Approach</u>	30 Points
<u>Cost Proposal</u>	<u>40 Points</u>
	Total: 100 Points

- **Proposals must receive a minimum of 40, out of a possible 60, technical points to warrant further consideration.** Proposals receiving less than the minimum technical score will not have the accompanying cost proposals opened or evaluated and will be dropped from further consideration.
- The State will commission a review team to evaluate and score all proposals that are complete and minimally responsive using the criteria described below. The evaluation of any item may incorporate input from sources other than the vendor's response and supplementary materials submitted by the vendor. Those other sources could include assessments made by evaluators based on findings recorded from reference checks (including but not limited to those supplied by the Vendor), prior experience with or knowledge of Vendor's work, responses to follow-up questions posed by the State and/or oral presentations by the vendors if requested by the review team. The State may elect to use any or all of these evaluation tools.

- The review team may call in any, all or some of the vendors in for an oral presentation at any point during the process at its own discretion. The review team may slightly adjust the technical score of any vendor after conducting such an interview.
- The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.
- Because the evaluation takes into consideration both the technical and cost components in a value based approach, the lowest costing vendor may not necessarily be awarded the contract.
- Notwithstanding anything above, the State, and its agents reserve the right to either accept or reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interest's of the State and to conduct additional negotiations as necessary.
- Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by offerors in consideration for the award. An award will not be made to a contractor who in the opinion of the Division is neither qualified nor equipped to undertake and complete required work within a specified time.

ATTACHMENT 1

FY 2011 Rate Spreadsheet Attached Separately

Attachment 2

Bi-Weekly Invoice Format

The bi-weekly invoice process will be submitted to the Office of Accounts & Control/Operations Unit by Monday of the pay week. At time of award of contract, minor changes may be made to the payroll formats required. The invoice process will be completed on a CD with the following information:

File #1: Copies of all time sheets, signed by the appropriate agency supervisor.

File #2: Payroll Register: A register to pay temporary contractors that will contain the following information:

- Personnel: Name, payroll end date, File No., Dept. No., and Pay Rate
- Hours Worked
- Earnings

File #3: Master File: A file of temporary contractors assigned to the State of Rhode Island that will contain the following information:

- Contractor No.
- First Name
- Last Name
- Department
- Total Billed
- P.O. Release No.
- P.O. Line No.
- Description
- Pay Rate
- Billed Rate
- Hours
- Total Pay

- Contractor Counts by Agency
- Contractor Totals by Agency

- Total Contractor Count
- Total Amount Billed

File #4: Payroll Notes - Corrections to errors in previous billings

File #5 Summary of Payment (sent Bi-weekly) **See Attachment 2 & 3**

DOA will make payment to the vendor the day before payroll will be issued by the vendor to the temporary contractors of the State of Rhode Island with a special account number. Therefore, if pay days are every other Friday, DOA will make payment to the vendor on Thursday for payment to vendor employees on Friday. **The State reserves the right to revert to a traditional payment method of billing and payment with thirty (30) days should the State decide to award to multiple vendors.**

ATTACHMENT 3

EMP #	FIRST	LAST	RELEASE	LINE	DESCRIPTION	BILL	QTY	TOTAL BILL	DEPT
121212	JOHN	SMITH	1212333	1	COOA	25.73	75.00	1,929.75	PD
323232	MARY	JONES	1212444	1	DBE PIC	30.45	70.00	2,131.50	GCD
454545	ROBERT	BROWN	1212555	1	IA	30.63	80.00	2,450.40	SP

*The Pay column contains the hourly rate the contractor is paid

*The Bill column contains the hourly rate the consulting company is paid

*The Total Bill contains the total of the Bill column * QTY column

*The Release column contains the PO Number

*The Line column contains the PO Line Number

Upon import into the billing system, the quantity above is subtracted from the quantity ordered for the matching po & po line number

The column headings must be in the exact order as above, and the column headings must be labeled as shown above

ATTACHMENT 4

Cost Proposal Instructions and Spreadsheet

1. Vendor should submit Cost Proposal using the attached spreadsheet template.

The vendor should total each category for which they are proposing services. A proposing vendor may present a proposal to provide personnel services in either one, multiple categories or all categories. However, the proposing vendor cannot bid partially on any one individual category. The State reserves the right to award this MPA to either one (1) vendor covering multiple categories or to multiple vendors in various categories as deemed to be in the best interests of the State.

ADDITIONAL INFORMATION RELATED TO THIS SOLICITATION IS POSTED, AND ACCESSIBLE, AS DISK BASED.

Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RFP.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a “D” in the Info field of the bid search results. The “D” will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active “D” link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer’s temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as “Desktop” or “My Documents”.