



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Melillo, Charlotte A
 PHONE #: 401-574-8110

CREATION DATE : 17-JUN-14
 BID NUMBER: 7548830
 TITLE: PATERNITY / DNA TESTING SERVICES - DHS
 BLANKET START : 01-NOV-14
 BLANKET END : 31-OCT-19
 BID CLOSING DATE AND TIME: 10-JUL-2014 10:00:00

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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DOA-HR PERSONNEL APPEAL BOARD
 ONE CAPITOL HILL, 3RD FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
 US

Requisition Number: 1370322

Line	Description	Quantity	Unit	Unit Price	Total
1	7/1/14 - 6/30/19 PATERNITY / DNA TESTING SERVICES - DHS PER ATTACHED SPECIFICATIONS EACH FY IS PROJECTED TO HAVE AS MANY AS 3,000 TESTS. VENDOR SHOULD BID PRICE PER TEST. QUESTIONS REGARDING THIS BID SHOULD BE EMAILED TO: questions7@purchasing.ri.gov before June 27, 2014 at Noon. PATERNITY / DNA TESTING SERVICES, FY 2015	3,000.00	Each		
2	PATERNITY / DNA TESTING SERVICES, FY 2016	3,000.00	Each		
3	PATERNITY / DNA TESTING SERVICES, FY 2017	3,000.00	Each		
4	PATERNITY / DNA TESTING SERVICES, FY 2018	3,000.00	Each		
5	PATERNITY / DNA TESTING SERVICES, FY 2019	3,000.00	Each		
6	PATERNITY / DNA TESTING SERVICES, FY 2020	3,000.00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

BID SPECIFICATIONS

1. Lab shall have the ability to perform a sufficiently detailed series of genetic tests to exclude on average at least 95% of wrongfully accused men with or without a court order as required by Department of Human Services, Office of Child Support Services (OCSS). The lab shall have the ability to perform DNA, Buccal Swabs and other tests as described in the most recent stands of the American Association of Blood Banks (hereinafter AABB). DNA is required for all genetic tests.

2. The drawing site shall be located on the second floor at 77 Dorrance Street, Providence, RI or at such other location as the agency may designate. The lab shall provide a level of staffing necessary to: (a) comply with the most recent AABB standards required for testing, reporting, and record keeping and (b) comprehend and implement any related instructions from the Department of Human Services, Office of Child Support Services. Lab staff shall handle all appointments at 77 Dorrance Street, or such other location as the agency designates, without the involvement of child support staff. The lab shall be available at least two full days per week from 8:30 am to 4:00 pm.

3. Lab shall conduct paternity testing, which will either exclude an alleged father or show a likelihood of paternity at a value of at least 99%.

4. The lab shall maintain a chain of custody for all samples in a manner that complies with Rhode Island law as to the introduction of the results as proper evidence in any hearing thereon. The individuals involved in the chain of custody must be personnel employed by the lab and supervised by lab personnel, must maintain effective quality control procedures, and must conduct all testing in a manner consistent with the highest standards provided for parentage testing most recently adopted by the AABB for accredited parentage testing laboratories and the American Bar Association standards. The lab's procedures relating to the chain of custody shall be provided in detail.

5. The lab shall provide written reports of all results whether partial, (i.e. where one or more persons required to be tested has not been tested), or complete, (i.e. where all parties have been tested). The laboratory shall maintain records on partial parentage testing for four (4) years at no cost to the Department of Human Services, Office of Child Support Services. Reports shall be provided within three (3) weeks of the drawing of samples and shall be accompanied by an affidavit of the lab's expert indicating the facts of the sample drawing, the testing and the calculation of the result. Said affidavit shall have attached a statement of the expert's qualifications and include such additional statements which may be deemed necessary by the Department of Human Services, Office of Child Support

Services in the presentation of its case. All reports shall conform to AABB standards as well as the above requirements.

6. When a case is deemed partial, samples shall be kept up to three (3) months but in no case shall be discarded until a final report on said samples is reduced to written form. Thereupon, such sample may be discarded and the Department of Human Services, Office of Child Support Services shall be sent a report. The Department of Human Services, Office of Child Support Services shall not be charged for such storage.

7. The lab should be staffed and equipped to handle an annual number of at least 3000 individuals for parentage testing.

8. Should the lab require the assistance of other laboratories to complete parentage testing in the manner described in these specifications, said other laboratories must meet all of the specifications herein regarding staffing, conditions, quality control, chain of custody, written reporting and support affidavits, storage of sample specimens and invoicing of charges. The chain of custody between any such laboratories must be documented in a manner, which complies with Rhode Island Law concerning the introduction of the laboratory results in any hearing on paternity. The State shall not pay any additional fee for testing by another lab.

9. In those instances when the lab conducts testing for interstate or international paternity testing, the fees shall not exceed the accepted rate for per person cost. The lab shall have a parentage testing coordinator on staff to coordinate scheduling and rescheduling of interstate genetic testing for child support customers. The parentage testing coordinator for interstate cases shall:

- a. Contact the agency in the non-resident's state to determine the genetic testing facility utilized. Contact the identified genetic testing facility in the nonresident's state and determine the date and time the non-resident will be drawn. Notify the child support agency promptly of that date and time so that appropriate notice may be given.
- b. Arrange for the date and time that each instate resident will be drawn. Notify the child support agency promptly of that date and time so that appropriate notification may be sent.
- c. Coordinate the appropriate mailing of any genetic test samples, i.e. the draw kit.
- d. Assure that genetic test reports are submitted to the child support agency in accordance with the specifications contained in this bid.
- e. Reschedule genetic tests when required.
- f. Conduct any and all tests required for the successful completion of interstate genetic testing.

10. All charges of fees to the Department of Human Services, Office of Child Support Services shall be itemized per case on a monthly basis and sent to the Department so as to provide a financial record for each case.

11. Whenever samples are going to be tested by another laboratory, the lab must, as expeditiously as possible, provide the Department of Human Services, Office of Child Support Services with the projected time frame for obtaining a final report from the other laboratory.

12. The lab must arrange the scheduling for the drawing of genetic test samples from the alleged father who is incarcerated at any facility at the request of the Department of Human Services, Office of Child Support Services, with or without court orders, as required by law.

13. In order to expedite parentage testing, the lab must be able to work effectively, and in close cooperation with the Department of Human Services, Office of Child Support Services, and support its requirements for scheduling and rescheduling of appointments. By this, it is meant that lab staff assigned to the Department paternity matters must abide by the following requirements: be available to answer the Department's questions; provide flexibility in scheduling; accommodate individuals who appear late (by hour or days) for their appointments; contact the child support staff immediately in case of problems concerning child support cases or custodial parents; and communicate effectively with all parties — including custodial parents, unrepresented alleged fathers and attorneys representing alleged fathers — for the purpose of completing paperwork provided by the child support agency that must be filled out by both the custodial parent and the alleged father.

14. The lab shall bid as per person cost that will become a fixed cost per services throughout the terms of the contract.

15. The successful bidder will invoice the billing agency upon the completion of said tests, listing the names of the parties and other identifying information such as case number and date of birth, and deliver of such test results to the agency.

16. A Rhode Island court qualified expert shall provide a minimum, one hour of consultation which may be by telephone for a defendant and his/her legal representative for the purpose of explaining the test results with interpretation. This shall be at no cost to the Department.

17. The lab shall provide, on a quarterly basis, at least one hour of training and education related to parentage testing to the Department staff. Additionally, at the request of OCSS, the lab shall provide presentations to the Family Court Bench Bar, other organizations, and at the Child Support annual conference.

18. Lab shall provide case information status promptly (i.e. within five minutes) by telephone request if unavailable by website.

19. Lab shall provide an expert, at a reasonable time prior to hearing, in order to prepare testimony for the hearing at no cost to the State of Rhode Island. Lab shall provide an expert to testify at court hearings within one week's notice at no cost to the State of Rhode Island. When approved by the court, and where deemed appropriate by the child support agency, said testimony may be presented by telephone. Telephonic testimony will only be allowed under limited circumstances; it will not be done on a routine basis. The expert's presence will be required in the majority of cases.

20. Lab shall take a photograph of the alleged father at the time of his appointment. Additionally, in cases where alleged father's sample is collected prior to mother's sample, the lab shall provide a copy of the photo of the alleged father for the mother to identify. Furthermore, whenever an interstate or international case is involved, the lab shall take a second photograph of the alleged father and provide that copy to Child Support Enforcement for the purpose of mailing said photograph to the initiating jurisdiction in order that the alleged father may be identified. This second photograph will be separate and apart from the original report.

21 Lab shall provide a separate, dedicated fax machine for the transmission of test schedules and other correspondence.

22. Lab shall provide appointments schedules and other case status information via the internet on a secure confidential website.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered

by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.