



**Solicitation Information
January 7, 2020**

RFP# 7599919

TITLE: PATERNITY DNA TESTING SERVICES

Submission Deadline: February 4, 2020 @ 11:30 AM Eastern Time

**PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY:**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at Anthony.venditelli@purchasing.ri.gov no later than **January 16, 2020 @ 11:30 AM Eastern Time**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No

Anthony Venditelli
Buyer I

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Executive Office of Health and Human Services—Office of Child Support Services (OCSS) is soliciting proposals from qualified firms to provide paternity testing services relative to OCSS's obligation to establish paternity as part of its responsibilities administering its child support cases, in accordance with the terms of this Request for Proposals ("RFP") and the State's General Conditions of Purchase, which may be obtained at the Division of Purchases' website at www.purchasing.ri.gov.

The initial contract period will begin approximately May 1, 2020 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

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 RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 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 in the proposal.
6. 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. 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.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. 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.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For

public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov .

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

14. Master Price Agreements - Contract Administrative Fee - In 2017 the General Assembly amended the “State Purchases Act”, R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

SECTION 2. BACKGROUND

Rhode Island’s OCSS administers the State’s child support program in accordance with Title IV, Part D of the Social Security Act. In order to continue federal financial participation associated with this program, states are mandated to, among other things, provide certain services to parties seeking to establish, modify, and enforce child support orders. Federal law, 42 USC § 666(a)(5)(B), specifically requires that State child support agencies must also provide services that include the establishment of paternity when otherwise appropriate in any case qualifying for state services.

Generally, the OCSS must first establish paternity in cases where no presumption of paternity exists under chapter 8 of Title 15 of the Rhode Island General Laws, before it may seek a child support order against a putative father. In circumstances where paternity is in dispute, or is otherwise at issue, the OCSS will often need to have paternity testing performed by an appropriate laboratory or vendor, and will rely on these test results in the prosecution of its responsibilities concerning the establishment of paternity in cases for which the agency is providing appropriate services.

The OCSS must utilize a “qualified...examiner of blood or tissue types” for purposes of performing “genetic testing to determine whether the alleged father is likely to be, or is not, the father of the child” in question. R.I. Gen. Law § 15-8-11(a) and (b). For this reason, the OCSS seeks in this RFP, to contract with an appropriate entity best qualified to perform such testing, and further capable of then producing, in a timely manner, any appropriate report of paternity test results that will be easily admissible in any such agency case.

Although it is impossible to know exactly how many individuals will need to be tested in any given year, the OCSS roughly estimates that about 3,000 individuals will need to be tested each year for purposes of paternity over the span of this contract. **It should be understood that this projection is not a guarantee and the actual number, for any number of reasons, may turn out to be significantly more or less. .**

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

Any vendor or entity awarded this contract will be expected to acquire any necessary specimens necessary in any case in which the agency is attempting to establish paternity and to perform any and all appropriate paternity testing. Upon completing any tests, the vendor or entity is to draft and submit a report reflecting the results of its paternity test. The tests may result from cases that arise in any county of the state. The tests are to be billed monthly. In performing these responsibilities, it is expected that the vendor or entity will comply with all of the requirements listed below as specific activities/tasks.

Specific Activities / Tasks

1. The vendor or entity shall have the ability to perform a sufficiently detailed series of genetic tests to exclude on average at least 99% of wrongfully accused men. These tests are to be performed with or without a court order as required by the OCSS. The vendor or entity shall be minimally accredited with the AABB (formerly American Association of Blood Banks) and the New York Department of Public Health to perform parentage testing, and shall have the ability to perform DNA, Buccal Swabs and any other tests as described in any other manner in the most recent standards of the AABB.
2. The vendor or entity shall provide any additional location(s) for it to draw any necessary specimens for testing, however, a drawing site shall be located on the second floor at 77 Dorrance St., Providence, Rhode Island, or at any other location as the OCSS may designate as an alternative venue during the existence of this contract. The vendor or entity 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. Vendor's lab staff shall handle all appointments at 77 Dorrance Street, or any other location for which gathering specimens or testing shall occur, including any location(s) as the agency designates, without the involvement of child support staff. The vendor's lab shall be available at least two full days per week at 77 Dorrance Street from 8:30 A.M. to 4:00 P.M, with one of those days Thursday of each week.
3. The vendor or entity's laboratory shall conduct all paternity testing, which shall either exclude an alleged father or show a likelihood of paternity at a value of at least 99%.
- 4.) The laboratory 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 vendor and supervised by laboratory personnel. As part of the chain-of-custody process, the laboratory 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 laboratory's procedures relating to the chain of custody shall be provided in detail, and it must be explained and demonstrated that those procedures follow these requirements.

- 5.) The laboratory 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 at least for five (5) years and shall maintain records on completed parentage testing at least for seven (7) years. At no time throughout shall the Department of Human Services, OCSS incur any costs. 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, at a minimum, 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, OCSS, shall be sent a report. The Department of Human Services, OCSS shall, at no time, be charged for such storage.
- 7.) The vendor or entity's laboratory shall be staffed and equipped to be able to properly administer at least an annual number of 3000 individuals for Rhode Island OCSS parentage testing.
- 8.) Should the vendor or entity's laboratory require the assistance of other laboratories to complete any 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 supporting 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 fees or costs for testing by another laboratory.
- 9.) In those instances when the vendor or entity's laboratory conducts testing for interstate or international paternity testing, neither any fees or costs shall not exceed the accepted rate for per person cost. The laboratory shall always 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/international 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 non-resident's state and determine the date and time the non-resident will

- be drawn. The vendor or entity's laboratory shall notify the child support agency promptly of that date and time so that appropriate notice may be given.
- b.) The vendor or entity's laboratory shall arrange for the date and time that each in-state resident will be drawn. It shall notify the child support agency promptly of that date and time so that appropriate notification may be sent.
 - c.) The vendor or entity's laboratory must coordinate the appropriate mailing of any genetic test samples (i.e., the "draw kit").
 - d.) The vendor or entity's laboratory must ensure that genetic test reports are submitted to the child support agency in accordance with the specifications contained in this bid.
 - e.) The vendor or entity's laboratory is responsible for the rescheduling of any and all genetic tests whenever otherwise required.
 - f.) The vendor or entity's laboratory shall conduct any and all tests otherwise required for the successful completion of any or all interstate/international genetic testing.
- 10.) Any and all charges of fees to the Department of Human Services, OCSS shall be itemized per case on a *monthly* basis and sent to the Department so as to provide a financial record for each case. Any changes regarding the frequency or manner of billing shall be in the sole authority of the Department of Human Services, OCSS.
- 11.) Whenever the vendor or entity's laboratory is having samples tested by another laboratory, the vendor or entity's lab must, as expeditiously as possible, provide the Department of Human Services, OCSS with the projected time frame for obtaining a final report from the other laboratory.
- 12.) The vendor or entity's laboratory shall be responsible to arrange for scheduling of the drawing of genetic test samples from the alleged father who is incarcerated at any State or Federal institution at the request of the Department of Human Services, OCSS, with or without court orders, as required by law.
- 13.) In order to expedite parentage testing, the vendor or entity's laboratory must be able to work effectively, and in close cooperation and contact with the Department of Human Services, OCSS, and support its requirements for scheduling and rescheduling of appointments. By this, it is meant that laboratory staff assigned to the Department paternity matters must abide by the following requirements:
- The vendor or entity's staff must be available to answer the Department staff's questions;
 - It shall provide great flexibility in scheduling;
 - It shall accommodate individuals who appear late (by hours or even days) for their appointments regarding testing;

- It shall immediately contact staff in cases of problems concerning child support cases or custodial parents;
 - It shall effectively communicate effectively with all parties---including, but not limited to, custodial parents, unrepresented alleged fathers and attorneys representing alleged fathers---for any and all purposes including the completing paperwork provided by the child support agency that must be filled out by both the custodial parent and the alleged father, or any other party involved in the paternity matter.
- 14.) The vendor or entity's laboratory shall bid as per person cost that will become a fixed cost per services throughout the term of the contract.
- 15.) The successful bidder shall invoice the billing agency upon the completion of said tests, listing the names of the parties and any other identifying information such as case number, date-of-birth, and dates surrounding the delivery of any such test results to the agency. It shall be within the OCSS's sole discretion or authority to require any additional information it reasonably deems necessary for accounting and billing purposes.
- 16.) The vendor or entity shall provide a Rhode Island court qualified expert who shall provide a minimum, one hour each of consultation which may be by telephone for a plaintiff or a defendant and his/her legal representative for the purpose of interpreting or explaining any test results. This shall be at no cost to the Department.
- 17.) The vendor or entity's laboratory shall provide, on a quarterly basis, at least one hour of training and education related to parentage testing to the Department staff. In addition, at the request of the OCSS, the vendor or entity's laboratory shall provide presentations to the Rhode Island Family Court Bench Bar Committee, or any other organization(s) as identified by the OCSS and shall further provide presentations or participation at the request of the OCSS at any annual or other periodic Child Support Conference sponsored by the OCSS. Any of these services shall be at no cost to the Department.
- 18.) The vendor or entity shall provide case information status promptly (expected within five (5) minutes) by telephone request of OCSS staff when needed information is not reflected in an accessible web-site.
- 19.) The vendor or entity shall provide an expert, at a reasonable time prior to any hearing, in order to prepare testimony for any hearing at no cost to the State of Rhode Island. In addition, the vendor or entity shall make readily available an expert qualified to testify at any court hearings within one week's notice at no cost to the State of Rhode Island. When approved by the court, and where otherwise deemed appropriate by the OCSS, 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 most cases. At no time shall the State incur any costs associated with the expert's preparation; travel; lodging or associated costs with his/her appearance to testify in any proceeding, deposition, trial, or hearing.

- 20.) The vendor or entity's laboratory shall take a photograph, using reasonably available technology, of the alleged father at the time of his appointment. Additionally, in cases where the alleged father's sample is collected prior to the mother's sample, the laboratory shall provide a copy of the photograph of the alleged father who purportedly appeared for testing to the mother for her identification confirming it is him. Furthermore, whenever an interstate or international case is involved, the laboratory shall take a second photograph of the alleged father and provide that copy to the OCSS for the purpose of it mailing said photograph to the initiating jurisdiction in order that the alleged father may be identified. The second photograph will be separate and apart from the original report. No responsibility described herein shall cause the State to incur any additional fees or costs.
- 21.) The vendor or entity shall provide a separate, dedicated fax machine for the transmission of test schedules and other correspondence.
- 22.) The vendor or entity's laboratory shall provide appointment schedules and other case status information via the internet on a secure confidential website that is accessible by appropriate OCSS staff. The OCSS shall be solely authorized to determine which OCSS staff shall have access to this website at any time.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff and Vendor Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of paternity testing. The vendor shall also include all relevant accreditations it currently possesses.
2. **Capability, Capacity, and Qualifications of the Offeror** – Each proposal shall provide a detailed description of the Vendor's experience in performing paternity testing including, but not limited to, the extent it and its employees have been qualified as an expert in the relevant field of paternity testing and the extent it has been involved in contested paternity trials and the results of those trials. In addition, each proposal shall include a list of at least three (3)—but no more than five (5) --relevant client references, in which it must be include the client names (including a person of contact), addresses, phone numbers, dates of service and a detail of the type(s) of service(s) provided. The proposal should also discuss the size of its operations and best demonstrate its ability to administer Rhode Island's estimation of approximately 3,000 individuals each year that may be subject to paternity testing.

3. **Work Plan** – Each proposal shall describe in detail, the framework within which paternity services will be performed. The following elements should be included: 1) how it gathers necessary specimens; 2) description of its chain-of-custody protocols and how those protocols measure against standards within the industry and under Rhode Island law. 3) The proposal should also include timeframes expected for performing most tests and the creation and submission of a report of such testing; 4) discuss its experience and ability to address partial or complete testing and any other anticipated issues that might arise as part of paternity testing; 5) discussion of meeting all time requirements for the delivery of items within the scope of work, including, but not limited to, those relating to the maintenance of reports and specimens; 6) discuss the elements contained within its paternity reports and affidavits, and provide an example template of a paternity test results report and affidavit it presently employs and/or intends to employ.
4. **Approach/Methodology** – Each proposal shall discuss and elaborate on: A.) Any other laboratories that it anticipates it will rely on for testing and the qualifications of those laboratories; B.) The entering of institutions, with focus on criminal prisons in order to secure specimens for paternity testing; C.) Quality Controls surrounding testing; D.) Laboratory conditions and any protocols such as alternate venues to be used if an emergency circumstance disrupted any of the vendor’s current operations; E.) How written reports are developed along with any necessary affidavits; F.) How it plans to invoice the State for charges of services; G.) How it will approach Scheduling of testing; H.) Proposal of how it intends to communicate with OCSS staff, including the inclusion of any fax machine numbers, Internet Web-Sites; and specific case information when needed on short notice; I.) Discussion on the availability of any experts for purposes of this RFP; J.) Discussion of how it would provide training, education, and participation in any presentations referenced within this RFP or otherwise requested by the OCSS; K.) Description of how the vendor will perform the process outlined in item #20 of the scope of work.

B. Cost Proposal

Each cost proposal shall contain an amount that will be charged as a per person cost that shall remain fixed throughout the term of the contract. If the vendor intends to vary the per person amount during each year of the contract, it shall so specify.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 56 (80%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less

than 56 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 56 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Work Plan	25Points
Approach Proposed	25 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at Anthony.venditelli@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7599919** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described in the “Technical Proposal (Sec. A) earlier in this solicitation. The technical proposal is limited to six 25 pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Six (6) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal charging an amount that will be charged per person tested that shall remain a fixed cost, along with any varying yearly amount during the period of this award.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Six (6) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

B. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7599919**" to:

RI Dept. 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 shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date