



**Solicitation Information**  
**June 3, 2020**

**RFP# 7606778**

**TITLE: Support Groups for Kinship Caregivers**  
**Submission Deadline: July 1, 2020 1:00 PM (Eastern Time)**

**PRE-BID/ PROPOSAL CONFERENCE:** There is no pre-bid.

**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: July 1, 2020**

**LOCATION: 1:00 PM EST**

Division of Purchases is inviting you to a scheduled Zoom meeting.

**Topic: Support Groups for Kinship Caregivers - DCFY**

**Time: Jul 1, 2020 01:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

<https://zoom.us/j/93816018217?pwd=bklMQ3l3WlljQnNQa1BsVktNMW9Udz09>

**Meeting ID: 938 1601 8217**

**Password: 274204**

**One tap mobile**

+16465588656,,93816018217#,,1#,274204# US (New York)

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+1 346 248 7799 US (Houston)

888 788 0099 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

**Meeting ID: 938 1601 8217**

**Password: 274204**

**Find your local number: <https://zoom.us/u/adXQL745Ss>**

## COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purquestions1@purchasing.ri.gov](mailto:doa.purquestions1@purchasing.ri.gov) no later than **June 12, 2020 (EST)**. 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**

Nina M. Lennon, Interdepartmental Project Manager

### **Note to Applicants:**

- Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://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 Department of Children, Youth and Families (“DCYF”), is soliciting proposals from qualified firms to provide a robust array of kinship support groups that meet the needs of kinship caregivers 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](http://www.purchasing.ri.gov).

The initial contract period will begin approximately September 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.

The Department is looking to contract with one or multiple Successful Vendor(s).

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](mailto: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](http://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](mailto: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. Eligible Entity - In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by

the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110. |

## **SECTION 2. BACKGROUND**

### **2.1 Background**

The Rhode Island Department of Children, Youth and Families (DCYF), an agency within the Executive Office of Health and Human Services, the unified state agency with combined responsibility for child welfare, children’s behavioral health, and juvenile corrections. The Department is statutorily designated (Rhode Island General Laws (RIGL) §42-72-5) as “the principal agency of the state to mobilize the human, physical, and financial resources available to plan, develop, and evaluate a comprehensive and integrated statewide program of services designed to ensure the opportunity for children to reach their full potential. Such services shall include prevention, early intervention, outreach, placement, care and treatment and aftercare programs.” DCYF has a mission to partner with families and communities to raise safe and healthy children and youth in a caring environment.

### **2.2 Agency Need**

The State is seeking qualified vendors to develop and implement a robust array of kinship “support groups” that meet the needs of kinship caregivers.

The population to be served by these services are Kinship Care families. Kinship care is the full-time care, nurturing and protection of the child by a relative, member of a tribe or clan, godparent, stepparent or any adult who has a kinship bond with the child.

A Support Group is described as a group of foster care families, gathering as peers, on a routine basis, for the purpose of sharing experiences and learning from each other. While Support Groups may appear to be informal, the DCYF anticipation and expectation will be that they are facilitated by a designated peer or provider and will focus on specific issues and/or groups.

### **2.3 Purpose of This Solicitation**

Young people in foster care need nurturing adults who can support them when their parents are in crisis. When children must be removed from their home, research has demonstrated that it is much better for them to be placed with relatives, or with a family that has an existing connection to the child, or the child's family. Kinship care offers many benefits for children including: less trauma, increased stability and safety, better behavioral and mental health outcomes and an opportunity to maintain family and community connections. With this recognition, there has been growing emphasis on identifying and placing children with kin when possible. Rhode Island is one of the leading states in placing children with kin. Two thirds of our resource families are relative or fictive kinship caregivers.

Historically, kinship caregivers in Rhode Island have not received the same level of supports and services as non-kin resource families. While caring for children who have experienced trauma can be challenging for any resource family, being a kinship caregiver adds another layer of deep complexity. While kinship caregivers must also prioritize the physical, mental, behavioral and emotional needs of the child, they must do so while struggling with changing family roles and dynamics. Strong emotions of grief, guilt, anger, resentment and sorrow often accompany an out



of home placement due to neglect or abuse of a relative, particularly if it is their own adult child, or adult sibling. Grandparents are requested to place the well-being of their grandchildren above the needs of their own children. Family systems are often fractured, and confusing.

It is crucial to the success of the young person and caregiver to have equitable access to support. Research has shown that peer support groups can be a critical component in helping kinship families to stabilize, and to receive the emotional support they need. Interacting with peers in support groups can also be an effective way to exchange information that can help connect kin families to other supports and resources available to them.

While kin families can receive general support from Resource Family targeted support groups, the sensitive nature of the family dynamics surrounding the out of home placement often make support groups targeted for kin families a safer environment. Loyalty to their family members, embarrassment, guilt and shame constrain some kinship caregivers from being able to share freely without reserve. In a setting with other kin families, kinship caregivers can share without being judged, and learn that they are not alone on their journey.

### **Important Goals**

In the current environment, kin-specific support groups are limited. As a result, there is a need to increase the number and accessibility of kin support groups in Rhode Island. Some of the goals of the upcoming RFP will be to:

- Develop and implement a robust array of kinship support groups that meet the needs of kinship caregivers.
- Employ strategies for engaging and retaining kinship families.
- Explore the feasibility of implementing Evidence-Based Practices (EBPs) to maximize positive outcomes.
- Inform the larger kinship navigation and support system through assessment and evaluation.

## **.SECTION 3: SCOPE OF WORK AND REQUIREMENTS**

### **General Scope of Work**

The Rhode Island Department of Children Youth and Families is interested in identifying strategies to engage kinship families, and to increase support to the Kinship Caregiver community. The Successful Vendor(s) shall create support groups which will provide a source of support and resources to kinship caregivers, create a sense of community, maintain placement stabilization, share information, and create strategies for addressing challenges which impact well-being and permanency.

### **Specific Activities / Tasks**

The Successful Vendor(s) must facilitate four (4) monthly support groups targeted to kinship caregiver families. The support groups criteria will be as follows:

- a. Facilitated by two (2) leaders, at least one (1) with experienced as a resource parent, preferably a kinship caregiver;
- b. Support group leaders will be experienced at facilitation, or have received training in facilitation skills
- c. Geographically dispersed across the state, according to needs of kinship families;
- d. Offered at times convenient to the kinship families;



- e. Offered in bilingual capacity, specifically in English and Spanish;
- f. Offered in comfortable, accessible space;
- g. Supplemented with child activities/babysitting to be offered to support group participants at a ratio of 5:1
- h. Offered refreshments.
- i. Targeted to the different needs of kinship caregivers, children in kinship care, and dynamic of kinship relationship

The Successful Vendor(s) must have a strategy in place to engage and retain kinship family participation.

The Successful Vendor(s) will provide the following deliverables for this project; facilitate ten (10) to twelve (12) monthly support groups per region per year (up to forty-eight (48) groups), monitor and track the successful delivery of these groups, and submission of monthly reports are required.

The Department has determined that virtual support groups will be permitted as necessitated by health and safety requirements, and to support the needs of families with regards to availability.

The monthly reports will include:

- Ongoing plan for engaging kinship families with results indicated for each strategy
- Attendance of both adults and children
- Identification of facilitators and babysitters
- Identification of type of meeting, mutual support, educational topic or both

The Successful Vendor(s) must submit deliverables to the Department on the form provided by the Department.

## **SECTION 4: PROPOSAL**

### **A. Technical Proposal**

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

#### **1. Personnel/Staff Qualifications and Training**

- a. Staff Qualifications. This section should include a detailed description of all staff who will provide services to meet the requirements described in the scope of work of this RFP. Provide position titles, job descriptions, essential qualifications and requirements. For any known key staff, provide staff resumes / Curricula Vitae (CV), which describe the qualifications and experience relating to the scope of work. Explain the degree to which proposed staff are culturally and/or linguistically competent to successfully serve all populations described in this RFP. Please describe how your agency will provide interpreting services and ensure cultural competency.

#### **2. Capability, Capacity and Qualifications of the Offeror**

- a. Agency Mission Statement and Values. Provide the offeror's mission statement and describe how it aligns with the goals, objectives and scope of work described in this RFP. Be sure to describe how and why the offeror's mission increases the likelihood of successful service delivery of the component of the scope of work you are bidding on: Kinship Family Support Groups. Describe

your agency's mission as it relates to community outreach and engagement of community partners to successfully perform the scope of work requested.

- b. Agency Management, Administrative and Technical Capacity. Describe your agency's management structure and explain how it can support the service delivery of all components of the Scope of Work. Be sure to explain how the agency's management and administrative structure is adapted to participate in the recruitment, development and support of resource families in a collaborative and coordinated way with the Department and other vendors. Provide evidence that your agency possesses the technical capacity to complete all of the activities and tasks within each scope of work.
- c. Experience and Past Performance. Describe your agency's experience and past performance regarding Kinship Family Support Groups specifically and support groups in general. Summarize the outcomes experienced by Kinship Families involved with your agency. To the extent possible, summarize this experience and past performance by sub-populations, and age group. Your description of past performance must be supported by data. Include past experiences with the Department, as well as any sanctions, licensing restrictions, Medicaid compliance findings and/or site closures by the Department.

### **3. Program Design and Content**

- a. Responsive proposals shall include detailed descriptions of all program areas proposed by the Offeror and as described in the Scope of Work section of this solicitation by program. The programs shall be described separately as delineated in the Scope of Work required herein. The major program areas are described in the scope of work. If including an evidence-based model, there must be two (2) independent studies and/or articles, included in the response, to confirm that the proposed model is an evidence-based model.
- b. Vendors shall describe in detail, the physical site (facility/building) to be utilized for the desired services. Vendor will describe the suitability of the facility to enable provider to deliver services. Vendor will provide documentation to show proof of available facility.
- c. A work plan which includes a timeline from startup through full services implementation must be provided by the Offeror detailing goals, objectives, and responsible parties for all program components, and the expected dates of completion of the program

### **4. Staffing Patterns**

- a. Detail staffing patterns and supervisory structure, making sure to explain how these patterns and structure will support performance of the work described in this RFP. Specifically describe the proposed number of client contact hours estimated for each position, as well as the hours to be devoted to other duties related to the scope of work. Identify any staff vacancies that will need to be filled to perform the work. Specifically identify any subcontractors to be employed in the performance of the work.

### **5. Continuous Quality Improvement, Performance Measures and Evaluation**

- a. Outcome and Process Measures. Describe suggested outcome and process measures for measuring the success of each program activity. Describe how your agency will collect and report this data to DCYF, and how such information will be used to implement continuous program improvement.
- b. Training and Professional Development. Describe the training and professional development that will be provided for staff and explain how training and professional development will contribute to accomplishment of the goals and objectives described in this RFP. Detail all professional certifications required to perform the work and provide your agency's plan to obtain and maintain all such certifications. Specifically address any training and professional development employed to better serve the populations detailed in this solicitation.

## **B. Cost Proposal**

### **Fee Attestation**

For the purposes of this solicitation, and for any and all contracts awarded in accordance with this solicitation, the budget will be established by the Department.

Any and all contracts awarded in accordance with this solicitation will be funded in accordance with the reimbursement rates established by DCYF and outlined within this RFP and described in this Section.

In order to be considered for review, all applicants/Offerors must attest to the rates. Should an applicant not agree with the rate and funding available set forth herein, then they will be dropped from any further consideration.

It is understood that no guarantee is made or implied by the Department. The funding awarded is based upon current and future funding from the Rhode Island legislature or other funding sources for the period of the resulting contracts.

The fee attestation shall consist of a certification narrative that describes:

- a) Offeror's attestation that the established rates are realistic and reasonable for the target population.
- b) Offeror's ability to perform within these established rates.
- c) Offeror's demonstration that program costs will be in line with local industry wage and cost scales.

The fees for the provision of this work are laid out in the table below:

### **In-person Meetings**

<b>Component</b>	<b>Quantity</b>	<b>Hours</b>	<b>Cost Per Unit</b>	<b>Total</b>
Facilitation of the Meeting	2 Facilitators required	3 (2 hours for facilitation of the group, 1 hour for set up before and after the meeting)	\$30.00 per hour per person	\$180.00
Babysitting	(1:5 ratio) 3 Babysitter	2 hours each	\$15.00 per hour	\$90.00
Refreshments	For 30 participants (15 adults/15 kids)	1 hour	\$4.00 per participant	\$120.00

Child Activities	Flat rate for materials	N/A	\$ 30.00 Flat rate	\$30.00
Logistics (engaging, planning, coordinating, reporting, coaching, follow-up)	1 person	7 work hours	\$40.00 hour	\$280.00
<b>Total</b>				<b>\$700 per in person group</b>

### Virtual Meetings

Component	Quantity	Hours	Cost Per	Total
Facilitation	2 Facilitators required	3 hours (2 hours for facilitation of the group, 1 hour for set up before and after the meeting)	\$30.00	\$180.00
Online Tools to Facilitate Groups (ex. Zoom, Skype, Web Cam, Web access, etc.)	1 person	N/A	\$10.00	\$10.00
Logistics (engaging, planning, coordinating, reporting, coaching, follow-up)	1 person	7	\$40.00	\$280.00
<b>Total</b>				<b>\$470 per virtual group</b>

**Total Compensation per group: \$700 per in person group and \$470 per virtual group**

### 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

In order to be considered for award, all offerors must first attest to rates and prices established in Section Four 4 of this RFP. Should an offeror fail to attest that the work can be in accordance with these rates and prices, that offeror's technical proposal shall not be evaluated.

Following confirmation of the offeror's fee attestation, proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals, as described below.

The state intends to provide one or multiple awards. It is intended that award(s) pursuant to this RFP will be made to vendor(s) whose technical proposals meet the criteria described in this RFP.

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. The subcontractor shall be evaluated in accordance with the criteria described for each component of the scope of work if

they are offered by the Vendor as the entity performing the scope of work. The use of subcontractors will have no implications for the funding and rates available for services.

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.

The State reserves the exclusive right to select the vendors that it deems to be in its best interest to accomplish the project as specified herein, and in particular to select vendors that ensure the most comprehensive and highest-quality coverage with respect to the need. Conversely, the State reserves the right not to fund any proposal(s).

Each offeror will submit one proposal. As detailed in Section Four (4), technical proposals will include the specific details about the offeror’s ability to perform.

### ***Technical Proposal Scoring***

Technical Proposals accompanied by successful fee attestations will be reviewed by a Technical Review Committee comprised of staff from state agencies. Proposals shall be scored on a 100-point scale. Each criterion detailed in Section Four (4) of this RFP shall be weighted as described in the following table.

Technical Points will be assigned based on the offeror’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Technical proposals must receive a minimum of 75 out of a maximum of 100 points for purposes the issuance of tentative award Any technical proposals scoring less than 75 points shall be dropped from consideration.

<b>Criteria</b>	<b>Possible Points</b>
<b>1. Personnel/Staff Qualifications and Training</b> a) Staff qualification	15 Points
<b>2. Capability, Capacity, and Qualifications of the Offeror</b> a) Agency mission statement and values b) Agency management, administrative and technical capacity c) Experience and past performance with at-risk children and families	20 Points
<b>3. Program Design and Content</b>	40 Points
<b>4. Continuous Quality Improvement, Performance Measures and Evaluation</b> a) Outcome and process measures b) Reporting Frameworks	25 Points
<b>5. Fee Attestation</b>	Pass / Fail
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>
<b>ISBE Participation *</b>	6 Bonus Points
<b>Total Possible Points</b>	<b>106 Points</b>

**\*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:

1. 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:

$$\frac{\text{(Vendor’s ISBE participation rate} \div \text{Highest ISBE participation rate)}}{\text{X Maximum ISBE participation points)}$$

2. 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 [doa.purquestions1@purchasing.ri.gov](mailto:doa.purquestions1@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 # 7606778** 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](http://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 earlier in this solicitation. The technical proposal is limited to ten (10) 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. Four (4) printed paper copies
5. Cost Proposal – Please sign the attached Fee Attestation Form, which describes accepting the compensation and fee schedule proposed within the Request For Proposal.

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. 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# 7606778**" 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**

## **APPENDIX B          Selected Statutes**

It is the Successful Vendor's responsibility to be aware of and understand that the Vendor shall be required to comply with all federal, state and local statutes relevant to any service or operation supported through this Request for Proposals.

RI policy and regulation are available through the Secretary of State's searchable online database: <http://www.rules.state.ri.us/rules/>. Statutes are available through the RI General Assembly website.

Some applicable statutes include, but are not limited to:

Rhode Island General Law (RIGL) 14-1-et seq; and RIGL 40-11-et seq

Juvenile Justice and Delinquency Prevention (JJDP) Act (Pub. L. No. 93-415, 42 U.S.C 5601 et seq) Reauthorized by the 21st Century Department of Justice Appropriations Authorization Act, Pub. L. No. 107-273, 116 Stat. 1758)

Prison Rape Elimination Act of 2003

Adoption Assistance and Child Welfare Act of 1980 (PL 96-272)

Adoption and Safe Families Act of 1997 (ASFA) (PL 105-89)

Federal Family Preservation and Support Services Program Act of 1993 (PL 103-66)

National Child Protection Act of 1993

Child Abuse Prevention and Treatment Act, as amended

Adam Walsh Child Protection and Safety Act of 2006 (Public Law 109-248)

Fostering Connections to Success and Increasing Adoptions Act of 2008, Public Law (P.L.) 110-351

Foster Care Independence Act of 1999 and subsequent amendments

H.R. 181 Justice for Victims of Human Trafficking

Title IV-B and Title IV-E of the Social Security Act with relevant amendments

Indian Child Welfare Act of 1978

105-RICR-90-10-1.9

John H. Chafee Foster Care Program for Successful Transition to Adulthood, 42 U.S.C. § 677

## **GENERAL CONDITIONS – ADDENDUM A**

### **GENERAL INSURANCE REQUIREMENTS**

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

Schedule A1: General Requirements

Schedule A2: Professional Services

## Schedule A1 – General Requirements

### Definitions

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

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

### Required Insurance

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

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

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

**Required Insurance:**

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

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



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

Crime insurance, as applicable to the procurement or solicitation:

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

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

**All Required Insurance shall be:**

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

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

## Schedule A2 – Professional Services

### Definitions

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

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

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

### Required Insurance

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

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

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

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

**Required Insurance:**

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

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

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



4. Professional Liability Insurance.<sup>4</sup>

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

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

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

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

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

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

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



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

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

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

**All Required Insurance shall be:**

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

State of Rhode Island and Providence Plantations  
**Rhode Island Department of Children, Youth and Families**  
101 Friendship Street, 4<sup>th</sup> Floor  
Providence, RI 02903



## Fee Attestation Form

By submission of a proposal for evaluation the Kinship Support Group Request for Proposal (RFP), (the Offeror's name of agency) \_\_\_\_\_ agrees to accept the compensation and fee schedule proposed by the Department within the Request For Proposal, and agrees to the following factors:

1. -The established rates are realistic and reasonable for the target population;
2. -There is the ability to perform within these established rates;
3. -Within the proposal it has been demonstrated that the program costs will be in line with local industry wage and cost scales.

By signing this form, and submitting a narrative, (the Offeror's name of agency) \_\_\_\_\_ attests to accepting the fee described by the Department within the Kinship Support Group RFP.

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**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.

**READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

**RIVIP INFO - BID SUBMISSION REQUIREMENTS**

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 should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security.

checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

**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.**