

*Louisiana*



Department of  
**Children &  
Family Services**

*Building a Stronger Louisiana*

**REQUEST FOR PROPOSALS**

**For**

**Genetic Testing**

**For**

**Department of Children and Family Services**

Date: August 3, 2010

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**PART I. ADMINISTRATIVE INFORMATION**

**1.1 Background**

The Louisiana Department of Children and Family Services (DCFS) is one of the administrative departments within the Executive Branch of State government in Louisiana. The administrative head of the Department is the Secretary, who is appointed by the Governor. The Vision of DCFS is that our services will assist individuals, children, and families to achieve self-sufficiency and promote their well-being.

The Department of Children and Family Services is committed to recognition of the basic human needs and civil rights of both customers and employees, respect for the integrity of individuals, children, and families, and the delivery of services and benefits in a fair, equitable, and caring manner. The Title IV-D agency in Louisiana is Child Support Enforcement (CSE). CSE is a division within DCFS that provides Child Support Enforcement (CSE) services to the State of Louisiana. CSE puts children first by helping parents assume responsibility for the economic and social well-

being, health and stability of their children. Services provided help assure that children receive basic human needs of economic and medical support. The primary customers of CSE are the children in need of support. Secondary customers are the two parents of these children. The Director of the CSE division reports directly to the Assistant Secretary of DCFS. Throughout this request for proposals (RFP), the designation “Department” will mean the appropriate agency/division within the Department depending upon the context of the RFP.

CSE provides the following services:

1. Location of Absent Parents
2. Establishment of Paternity
3. Establishment of Support Obligations
4. Collection, Receipt, and Distribution of Support Payments
5. Enforcement of Support Obligation

DCFS has 12 CSE district offices operating throughout the state with approximately 459 state employees. DCFS also contracts with 40 of the state’s 42 District Attorneys (D.A.) to provide child support services to the public. There are approximately 360 full time equivalent district attorney staff devoted to the IV-D program.

Currently, there are approximately 219,857 collection cases and 62,630 intake cases. In state fiscal year 2008-2009, CSE collected \$354,388.577.

CSE established 22,924 paternities from July 2008 through September 2009. During this time the genetic testing contractors were paid \$726,578.

Additionally, the Office of Community Services (OCS) provides for the public child welfare functions of the state and administers the federal grants for services directed at meeting the special needs of Louisiana’s most vulnerable citizens. OCS is administered under the Title IV-E program and offers the following services:

1. Adoption and Foster Care
2. Child Protection and Family Services
3. Homeless Services

OCS has 49 parish offices operating throughout the state and has approximately 1800 employees.

The number of customers serviced for genetic testing per year is 290 for state fiscal year (SFY) 2008 and 325 for SFY 2009. During this time the amount of genetic test expenditures were \$118,580.60 in SFY 2008 and \$128,959.77 in SFY 2009.

## **1.2 Purpose**

This Request for Proposals (RFP) is issued by the Department of Children and Family Services (hereinafter referred to as “DCFS”) for the purpose selecting vendor(s) to establish paternity through genetic testing in child support, foster care and child protection case. Through this RFP process, DCFS hopes to gain adequate information to evaluate the services offered by Proposers and to select either one or two Proposers who have experience and knowledge to provide genetic testing.

As a result of this RFP, DCFS will award either one or two contracts to the successful vendor(s) to continue the tasks of establishing paternity. The proposal(s) with the highest score(s) will be offered contract(s). If only one contractor is selected that contractor will be responsible for providing genetic testing for the entire state. In the event two contractors are selected, one Proposer will be assigned to district offices in the southern part of the state, and one Proposer will be assigned to district offices in the northern part of the state. The Proposer with the highest score will select the area of the state in which they want to do business.

### 1.3 **Goals and Objectives**

In order to ensure compliance with federal directives, the successful vendor(s) will establish paternities upon referrals from CSE, OCS or contract District Attorneys. These paternities shall be timely completed and accurately established in accordance with current state law and the provisions of this RFP.

**Attachment A – Scope of Services** contains the Functional and Technical Requirements and deliverables or desired results that the State requires of the Contractor(s).

### 1.4 **Definitions**

- A. **Agency** – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- B. **Can** – The term “can” denotes an advisory or permissible action.
- C. **CAP** – College of American Pathologists, manufacturer of proficiency testing kits.
- D. **Child Support** – A legally enforceable obligation of a parent to provide support for (a) child(ren).
- E. **CP** – Custodial Parent; the parent or guardian who lives with a child who is, or is alleged to be, legally entitled to child support.
- F. **Contractor** – The Proposer awarded the Contract as a result of this RFP.
- G. **Could** – The term “could” denotes an advisory or permissible action.
- H. **CSE** - Child Support Enforcement, Louisiana’s Child Support Agency.
- I. **Dishonesty of Employee** – means dishonest acts committed by an “employee of the Contractor”, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

Cause one to sustain loss; and/or

Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards,

profit sharing, or pensions) for the “employee”, or any person or organization intended by the “employee” to receive that benefit.

- J. **DCFS** – The Department of Children and Family Services.
- K. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.
- L. **Employee** – includes any person employed by contractor, under a written agreement between you and the contractor, to perform duties related to the contract.
- M. **Genetic Testing** – Testing for the purpose of determining paternity includes, but is not limited to, the collection and analysis of blood and or tissue samples.
- N. **IV-D Case** – A case receiving services under Title IV-D of the Social Security Act, which may be originated by FITAP, IV-E, or Medicaid referrals, or by application for services or interstate referral.
- O. **IV-E** – A case receiving services under Title IV-E of the Social Security Act.
- P. **LaPAC** – The State’s online electronic bid posting and notification system, located on the Office of State Purchasing website [www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp) and is available for vendor self-enrollment.
- Q. **LASES** – Louisiana Automated Support Enforcement System is the child support mainframe computer application.
- R. **May** – The term “**may**” denotes an advisory or permissible action.
- S. **Must** – The term “**must**” denotes a mandatory action or requirement.
- T. **NCP** – Non-Custodial Parent; the parent who does not have custody of the minor child, who is, or is alleged to be, legally responsible to provide child support.
- U. **Obligors** – Those persons designated to provide child and/or medical support.
- V. **Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- W. **OCS** – Office of Community Services, a division of the Department of Children and Family Services.
- X. **Polymerase Chain Reaction (PCR)** – A method of DNA testing which is an enzymatic process by which a specific region of DNA is replicated during repetitive cycles which consist of:
  - (1) denaturation of the template;
  - (2) annealing of primers to complementary sequences at an empirically determined temperature; and
  - (3) extension of the bound primers by a DNA polymerase.

- Y. **Program** – The divisions of Department of Children and Family Services, i.e., Office of Family Support (DCFS), Child Support Enforcement (CSE), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP formally Food Stamps), Strategies to Empower People (STEP), Office of Community Services (Foster Care/Day Care providers/Child Protection), and Louisiana Rehabilitation Services.
- Z. **Proposal** – The formal written response to this document.
- AA. **Proposer** – Company or firm responding to this RFP
- BB. **RFP** – Request for Proposal
- CC. **SEDM** - (Support Enforcement District Manager) – designee of CSE State Office responsible for the local oversight of contractor(s) awarded genetic testing contracts through RFP.
- DD. **Shall** – The term “**shall**” denotes mandatory requirements.
- EE. **Should** – The term “**should**” denotes an advisory action and is not mandatory.
- FF. **State** – The State of Louisiana, Department of Children and Family Services
- GG. **STR** – (Short Tandem Repeats) – A method of DNA testing; polymerase chain reaction (PCR); and single nucleotide polymorphisms (SNP)
- HH. **Will** – The term “will” denotes a mandatory action or requirement.

**1.5 Calendar of Events** (The state reserves the right to deviate from this schedule.)

<i>Event</i>	<i>Date</i>
Issue Request for Proposal	<b>August 3, 2010</b>
Deadline for receiving Proposers’ inquiries	<b>August 17, 2010 3:00 p.m. (CDT)</b>
Issue response to Proposers’ inquiries	<b>August 31, 2010 3:00 p.m. (CDT)</b>

Final 3-day Inquiry deadline for DCFS' response to previously submitted vendor questions	<b>September 3, 2010 3:00 p.m. (CDT)</b>
<b>Proposal submission deadline</b>	<b>September 17, 2010 3:00 p.m. (CDT)</b>
Notice of Intent to Award	To be determined
Begin Contract negotiation	To be determined

## **1.6 Proposal Submittal**

The RFP is available in electronic form at  
<http://www.DCFS.state.la.us/departments/DCFS/RFPS.html>

All proposals shall be received by the DCFS **no later than 3:00 P.M. (CDT) on the date shown in the Calendar of Events.**

**Important - - Clearly mark the outside of the envelope, box or package with the following information:**

**Proposal Name            Genetic Testing Proposal**

Proposals may be **mailed** through the U. S. Postal Service to:

Kathy Trivette  
Department of Children and Family Services  
Administrative Services  
P. O. Box 3496  
Baton Rouge, LA 70821

Proposals may be **delivered by hand or courier service** to:

Kathy Trivette  
Department of Children and Family Services  
Administrative Services  
627 North 4<sup>th</sup> Street, Room 6-203  
Baton Rouge, LA 70802  
(225) 342-1875

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. DCFS is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal due date and time shall result in rejection of the proposal.

### **1.6.1 Proposers' Responsibilities**

Proposer shall ensure that their proposal contains sufficient information for DCFS to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract. If the Contractor(s) fails to comply with the following requirements, DCFS may consider the proposal to be unacceptable and reject it from further consideration:

- Proposal must be submitted under the prime Proposer's name;
- The individual who signs the proposal must be authorized by the Proposer to sign the proposal. This individual must be able to bind the firm to the commitments required in the RFP as well as to the price offered in the proposal;
- Proposer must ensure that the proposal submitted was developed without collusion with other Proposers;
- Proposal shall be complete so that an evaluation of the Proposer's method can be determined solely based upon proposal contents;
- Proposer shall address all specifications in each section of the RFP, following the format and content outlined in the RFP. The requirements appearing in this RFP will become a part of the terms and conditions of the resulting contract. Any deviations from the RFP should be specifically defined by the Proposer in its proposal which, if accepted by DCFS, becomes part of the contract, but such deviations must not have been in conflict with the basic nature of this proposal;
- Proposers must submit all required forms, checklists, and cost schedules with their proposal; and
- Proposals must contain an unequivocal positive statement that the firm will supply all the services and products required in the RFP for the fixed price offered in the proposal. The price will remain current for a period of 180 days from the proposal's closing date or until the contract is approved, whichever occurs later.

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. DCFS must find that the selected Proposer(s):

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for DCFS to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### **1.6(a) Proposers' Minimum Qualifications**

Proposers of this RFP must meet the following minimum qualifications:

Utilize a genetic testing protocol which is approved by the American Association of Blood Banks (AABB) and in accordance with state law;

Furnish AABB Certification for current year and previous three (3) years;

Furnish College of American Pathologists (CAP) proficient testing accreditations for the current year and the three (3) previous years for Polymerase Chain Reaction (PCR); also furnish College of American Pathologist (CAP) proficient testing accreditations for the current and the three (3) previous years for Restricted Fragment Length Polymorphism (RFLP), if available;

Have capability to perform either PCR or RFLP testing, or both, to establish paternity and provide number of PCR and or RFLP genetic testing performed in the last three years; and

Proposer shall have the ability to handle the volume of genetic testing needed for all CSE and OCS referrals (See Attachment A, Scope of Services for example of volume for previous years.)

### **1.6.2 Certification Statement**

The Proposers shall sign and submit the Certification Statement shown in **Attachment F** and all information required by the Certification.

## **1.7 Proposal Format**

### **1.7.1 Two-Part Submission**

Proposers shall submit proposals in two parts:

**VOLUME I - TECHNICAL PROPOSAL**  
**VOLUME II - COST PROPOSAL**

**NOTE: All pages of each proposal volume should be consecutively numbered from beginning to end. No pricing information shall be included in the Technical Proposal.**

DCFS requests that five (5) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. For corporations, a certified copy of a board resolution for granting such authority should be submitted.

Proposers shall respond to this RFP with a Technical Proposal and a separate Cost Proposal.

The proposal should thoroughly explain the proposed technical approach and describe how it shall achieve the objectives of this procurement. Proposals shall address all basic requirements outlined in Attachment I, Scope of Services, in this RFP.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective Proposers are expected to examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal shall be at the Proposer's risk and shall, result in disqualification.

**Technical Proposal:**

The Technical Proposal should be submitted to the State in a separate package and be clearly marked: "**Technical Proposal in Response to RFP**".

The Technical Proposal should include the following:

- Cover Letter
- Table of Contents
- Executive Summary
- Corporate Background, Experience, and Qualifications
- Proposed Project Staff Experience
- Approach and Methodology to Scope of Services
- Approach to Accomplishing Scope of Services
- Innovative Concepts
- Other Information

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority.

Proposers should state their understanding and approach to the project.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

- C. **Executive Summary:** The executive summary should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and phone number and the stipulation that the proposal is valid for a time period of 90 days from the date of submission.

It should also condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the Proposer's entire proposal. Proposers should summarize their understanding of the problem being addressed by this RFP and the objectives and intended results of the project, as well as the scope of work.

The Proposer should describe how their staffing plan and certification levels will enable them to meet our standard of performance services as described in the Scope of Services. (Attachment A)

If the proposal materially deviates from the requirements of this RFP, the Proposer should specifically describe how their proposal differs from the RFP,

why it differs, and how the difference will benefit the State of Louisiana.

The Proposer should address specific language in **Attachment E (Sample Generic Contract)** and submit whatever exceptions or exact contract modifications that the firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

**In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP.** The Proposer should address the specific language in the sample contract attached and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

No evaluation points will be awarded for the executive summary and it should not exceed 10 pages in length.

**D. Corporate Background, Experience, and Qualifications:**

- The Proposer(s) should give a brief description of their company including a brief history, corporate structure and organization, the number of years in business, and copies of their three latest financial statements, preferably audited.
- Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposers should include in their submitted proposals such financial documentation as they believe sufficient to establish their financial capability. Financial statements should include a balance sheet and an income statement. The State reserves the right to request any additional information to assure itself of a Proposer's financial status.
- Proposer should provide the names of all clients to whom similar services have been provided within the last (3) years, contractual rate, the exact function performed by the Proposer, the dates the Proposer performed the work, and the names, address, and phone numbers of persons who can verify the accuracy of the information or the quality of service that the Proposer has provided in the past. [See **Attachment C, Customer References.**] The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.
- This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references. These references must include references for both PCR and RFLP experience over the last three years.
- If subcontractors will be used, the Proposer should clearly identify any subcontractor arrangements. The Proposer should provide the same information regarding the subcontractor's company as is requested for the Proposer's company.

Note: The Proposer is responsible for verifying reference contact information, including but not limited to phone numbers and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or inaccurate contact information could affect the score in this category.

**E. Proposed Project Staff Experience:** Proposer(s) should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the Proposer should clearly identify these persons and provide the same information requested for the Proposer's personnel.

**F. Approach and Methodology to Scope of Services**

This section of the proposal should describe the approach and methodology used by the Proposer. This section should describe the:

- Proposer's implementation plan;
- Proposer's understanding of the nature of the project and how its proposal will best meet the needs outlined in this RFP. DCFS will review the Proposer's detailed description of the services Proposer will provide in accordance with Attachment I. This information should identify any other deliverable the Proposer wishes to include that DCFS may have omitted.
- Proposer's orderly conversion plan to a new contractor at the termination of this contract including any additional information Proposer believes is necessary to effectuate a smooth turnover to the successor contractor including information for DCFS' preparation of the next RFP.
- Proposer should define its functional approach in identifying the tasks necessary to meet the requirements of this RFP.
- Describe the approach to project management and quality assurance, including the Proposer's Quality Assurance Plan that explains how the employees, lab and tests are monitored, supervised, and receive performance feedback. Proposers should explain how cases are chosen to send to another lab to review the results. Proposers should include the percentage of cases that are sent for review.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables and staffing.
- If subcontractors are used, explain what roles they will play and when will they be used.

**G. Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.

- If the proposal's Approach and Methodology meet the needs of the state, proposed innovative concepts will be evaluated and scored.

- Proposed innovative concepts will be evaluated on their usefulness, practicality, and likelihood of successful implementation.
- The detailed statement of needs and requirements for Proposer's in the preceding pages is not intended to limit the Proposer's creativity in preparing a proposal. Innovative ideas, new concepts, partnership arrangements, optional features and specialized services may be presented with this RFP for consideration.

**H. Other:** Any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the State to consider, should be included.

**Cost Proposal:**

The Cost Proposal must be submitted to the State as a separate package clearly marked: **“Cost Proposal in Response to Genetic Testing RFP”**.

The Cost Proposal must be submitted on Attachment B.

If the separate proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container should fully describe the contents of the package and should be clearly marked:

**“Contains Separate Technical and Cost Proposals”**  
*State of Louisiana, Department of Children and Family Services*  
*Consulting Services Agreement*  
*Request for Proposals*  
*Name of Proposer:*  
*Date*

A statement should also be included stating that the price quoted will be in effect until a contract is approved.

**Proposed costs shall be the fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The cost proposal should list the price per individual tested for partial and complete draws and provide the price for testing for the statewide testing as well as regional testing, depending on whether or not one or two contractors are selected.**

**1.7.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practical. Each proposal section should be addressed.

The Proposer's response should demonstrate an understanding of the requirements of the State. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

Emphasis should be on completeness and clarity of content. Proposers should number the pages in their proposal. The proposal should be presented in three-ring binders with each section indexed

with labeled tabs. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as a separate appendix to the technical proposal.

If publications are supplied in response to a specific RFP requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.

### **1.7.3 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

The State reserves the right, at its sole discretion to waive administrative informalities contained in any proposal.

### **1.8 Confidentiality**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. **Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.**

The State reserves the right, however, to make any proposal, including proprietary information contained therein, available to OCR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

### **1.9 Proposer Inquiries**

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing, and submitted by the close of business on the date shown in Calendar of Events. Inquiries shall not be entertained thereafter.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested Proposers to conduct their in-depth RFP review and submit inquiries in a timely manner.

Further, the State realizes that additional questions or requests for clarification may generate from the State's addendum responses to the inquiries received during the initial inquiry period. Therefore, a

**final 3-day inquiry period shall be granted.** Questions relative to the addendum shall be submitted by the close of business on the date in calendar of events. If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from Proposers.

Inquiries shall be submitted, in writing, by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

**Request for copies of the RFP and written questions or Inquiries concerning this RFP shall be submitted in writing to:**

**Kathy Trivette, Contracts/Grant Reviewer Manager  
Department of Children and Family Services  
P. O. Box 3496  
Baton Rouge, LA 70821  
627 North 4<sup>th</sup> Street, Room 6-203  
Fax: 225-342-4220  
Phone: 225-342-1875  
Email: [Kathy.Trivette@la.gov](mailto:Kathy.Trivette@la.gov)**

**Copies of inquiries concerning this RFP shall also be submitted to the following:**

**Darlene Simmons,  
DSS Administrative Services  
P.O. Box 3496  
Baton Rouge, La. 70821  
E-Mail: [Darlene.Simmons@la.gov](mailto:Darlene.Simmons@la.gov)**

#### **1.10 Changes, Addenda, Withdrawals, Ownership**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted, prior to the proposal due date, in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope. Such changes or addenda shall meet all requirements for the proposal.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator.

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **1.11 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **1.12 Taxes**

Contractor(s) is responsible for payment of all applicable taxes from the funds to be received under this contract.

### **1.13 Proposal Validity**

All proposals shall be considered valid for acceptance until such time as an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's time limit is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.14 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all services offered in his proposal whether or not he provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.14.1 Use of Subcontractors**

The State shall have either one or two contractors as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in this RFP and the proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which involves subcontract(s) with other Proposer(s), provided that the prime contractor acknowledges total responsibility for the entire contract.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

If the prime contractor intends to use a subcontractor, the proposal should include specific designations of the tasks to be performed by the subcontractor. Also, the Proposer should state the name of the subcontractor(s) and should provide, for each proposed Subcontractor, a copy of a fully executed agreement or a signed Letter of Intent confirming that the Prime/Subcontractor relationship exists. These agreements/letters should be included as a clearly labeled attachment to the proposal.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract.

It is the preference of the State that the Subcontractor be located in the United States.

**1.15 Acceptance of Proposal Content**

The RFP and the proposal of selected Proposer(s) shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

**1.16 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiations may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow price alterations. Division of Administration (DOA), Office of Contractual Review must approve the final contract to complete the process.

**1.17 Contract Award and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors considered. The State intends to award one or two Proposers.

**The following Contract terms are required and are not negotiable.**

- |                                    |  |
|------------------------------------|--|
| <b>TAXES</b>                       | <b>RIGHT TO AUDIT</b>                  |
| <b>TERMINATION FOR CAUSE</b>       | <b>AMENDMENTS IN WRITING</b>           |
| <b>TERMINATION FOR CONVENIENCE</b> | <b>FUND USE</b>                        |
| <b>REMEDIES FOR DEFAULT</b>        | <b>NON-DISCRIMINATION</b>              |
| <b>AVAILABILITY OF FUNDS</b>       | <b>ENTIRE AGREEMENT and</b>            |
| <b>ASSIGNMENT</b>                  | <b>ORDER OF PRECEDENCE</b>             |
| <b>INSURANCE</b>                   | <b>RECORD OF OWNERSHIP</b>             |
| <b>SUBCONTRACTOR INSURANCE</b>     | <b>PERSONNEL</b>                       |
| <b>INDEMNIFICATION</b>             | <b>FORCE MAJEURE</b>                   |
| <b>PAYMENT FOR SERVICES</b>        | <b>GOVERNING LAW</b>                   |
| <b>EEOC</b>                        | <b>FEDERAL CLAUCSE (identified in</b>  |
| <b>RECORD RETENTION</b>            | <b>Attachment E- (Sample Contract)</b> |

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within seven calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

The contract shall become effective after review and approval by the Director of the Office of Contractual Review (OCR), Division of Administration (DOA); the Secretary of Department of Children and Family Services (DCFS); Child Support Enforcement Section (CSE); and all other applicable review agencies and after signature by authorized representatives for each party hereto. By their signature, each representative of each agency confirms that they have the proper and legal

authority to sign and bind their organization and that each party has the legal rights and power to perform all acts required by the contract.

### **1.18 Cancellation of RFP or Rejection of Proposals**

The State is not obligated to award. Further, the Department of Children and Family Services reserves the right to reject all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

### **1.19 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the DCFS Evaluation Committee for the purpose of selecting the Proposer with whom the State may contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposer's to make this determination.

The Evaluation Team will individually score the proposals using the Evaluation Criteria outlined in Part 3. Scores will be compiled to arrive at the highest scored proposal. Written recommendation for award shall be made to the **Agency Head** for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject all proposals if none are considered in the best interest of the State.

The proposal should thoroughly explain the proposed technical approach and describe how it will achieve the objectives of this procurement. At a minimum, proposals should address all basic requirements outlined in this RFP.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer is expected to examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the Proposer's risk and may, at the discretion of the agency, result in disqualification.

### **1.20 Notice of Intent to Award**

Upon review and approval of the evaluations committee's and agency's recommendation for award, DCFS will issue a Notice of Intent to Award letter to the apparent successful Proposer.

DCFS will also notify all Proposers in writing as to the outcome of the evaluation process.

### **1.21 Debriefings**

The participating Proposers may schedule debriefings after the Intent to Award letter has been issued by contacting the DCFS. Contact may be made to Sandra A. Broussard (225) 342-4780 or E-mail to [Sandra.Broussard\(DSS\)@la.gov](mailto:Sandra.Broussard(DSS)@la.gov), to schedule the debriefing.

## **1.22 Indemnification and Limitation of Liability**

Neither party of the resulting contract shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor(s) shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor(s), its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor(s) shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor(s) will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor(s): (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor(s). Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor(s), at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor(s) shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor(s) believes that it may be enjoined, Contractor(s) shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor(s) where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000.00, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor(s) under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor(s) is required to back-up

the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor(s), retain such monies from amounts due Contractor(s), or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.23 Billing and Payment for Services**

DCFS shall pay Contractor(s) in accordance with the Pricing Schedule set forth in **Attachment B – Cost Summary**.

Billing and payment terms shall be negotiated with the successful Proposer(s).

The Contractor(s) should submit an itemized invoice or statement of services to each District Office within 10 (ten) working days following the end of each month. The District Office will verify the accuracy of the invoice and, if correct, will authorize payment to be made.

Full invoice amount may be submitted when all parties [mother, alleged father, and child (ren)] have been tested and completed. On cases in which samples of all parties have not been collected submit an invoice pursuant to the contracted amount. Upon completion of the test and submittal of the results, DCFS may be invoiced for the remainder of the cost of the test.

The invoice shall appropriately identify the persons tested with the following information:

- A. Invoice number;
- B. Date of services;
- C. Name and address of Contractor;
- D. Current amount due;
- E. Contract number;
- F. Name and Phone Number for Contractor's contact person;
- G. Tax Identification number;
- H. List of genetic test performed which include the following:
  - i. Date;
  - ii. LASES Case Number;
  - iii. Mother's name;
  - iv. Child's name and date of birth;
  - v. Alleged Father's name;
  - vi. Name and phone number or contact person; and
  - vii. Signature line and date.

### **1.24 Termination**

#### **1.24.1 Termination of the Contract for Cause**

The State may terminate this contract for cause based upon the failure of Contractor(s) to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor(s) written notice

specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor(s) shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor(s) in default and the contract shall terminate on the date specified in such notice.

The Contractor(s) may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor(s) shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **1.24.2 Termination of This Contract for Convenience**

DCFS State may terminate this contract at any time by giving thirty (30) days written notice to Contractor(s) of such termination or negotiating with the Contractor(s) an effective date.

The Contractor(s) shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

#### **1.24.3 Availability of Funds**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **1.25 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

#### **1.26 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Children and Family Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.27 Civil Rights Compliance**

The Contractor(s) agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era

Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor(s) agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor(s) agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor(s), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **1.28 Record Retention**

The Contractor(s) shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

### **1.29 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor(s) in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor(s) to the State, at Contractor's expense, at termination or expiration of this contract. The State and Contractor(s) shall also guarantee the Federal Government a Royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes (Ref 45 CFR 95.617, Sec. 95.17(b) Federal License).

### **1.30 Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **1.31 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of DOA, Office of Contract Review.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor(s) change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.32 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

**Substitution of Personnel:** If, during the term of the contract, the Contractor(s) or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by

the Contractor(s) that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

**1.33 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

**1.34 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with RS 39:1524-1526.

## PART II. SCOPE OF SERVICES

### 2.1 Scope of Services

**Attachment A** details the Scope of Services and deliverables or desired results that the State requires of the vendor.

To control and implement the requirements of this project, the Department will use Child Support Enforcement (CSE) personnel to monitor and oversee the selected vendor. The State personnel assigned to this project will be responsible for dealing with the vendor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. The Project Director will be Sandra A. Broussard, Program Manager 2 / Attorney at Law, assigned to Child Support Enforcement.

In addition, State staff will have the following roles and responsibilities:

- Review all written deliverables, and will, if necessary, respond with comments within five business days after receipt of each deliverable.
- Responsible for the supervision, direction and control of its own personnel.
- Providing log-on access to LASES and other department applications deemed necessary to carry out the terms and conditions of the contract.
- Notification to the Contractor(s) of complaints it receives about the Contractor(s).

### 2.2 Period of Agreement

The term of any contract resulting from this RFP shall be for a period of three (3) years.

### 2.3 Locations

It is the preference of the State that the Contractor(s) be located in the United States. The Contractor(s) shall be responsible for all of its own office space, clerical and technical support, furniture, copy equipment, secured record storage, telephone, and data and phone line installation.

### 2.4 Deliverables

See **Attachment A, Scope of Services**.

### 2.5 Price Schedule

Prices proposed by the Proposers should be submitted on the price schedule furnished herein on **Attachment B**. Prices submitted shall be firm for the term of the contract.

### **PART III. EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based upon information provided in the proposal. The evaluation will be conducted according to the following.

Considerations shall be given to capabilities or advantages which are clearly described in the proposal, confirmed by oral presentations and interviews, if required, and verified by information from reference sources contacted by the DCFS. Technical and Cost Proposals shall be evaluated separately.

The price offered in the proposal must be the final and best offer.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

<b>Criteria</b>	<b>Maximum Score</b>
1. Experience/Methodology/References	60
i. Experience/Capability (30 points)**	
ii. Approach and Methodology (20 points)	
iii. References (2-10 points)	
2. Cost	40
<b>Total Score</b>	<b>100</b>

\*\*Includes Proposer's ability to perform all services without the necessity of having to subcontract any services.

The Proposer with the lowest cost shall receive the maximum score for cost.

Other Proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times 30)$$

Where:

CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers  
PC = Proposer's cost

The Evaluation Team will compile the scores and will determine whether it is in the state's best interest to award one statewide contract or two regional contracts. If one is awarded, a recommendation to the head of DCFS will be made on the basis of the highest score. In the event two contractors are selected, one award will be made for district offices in the southern part of the state, and one award will be made for district offices in the northern part of the state. The Proposer with the highest score will select the areas of the state in which they want to do business. If two contracts are awarded, a recommendation shall be made for the proposals with the highest two scores. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## Attachment A – Scope of Services

### FUNCTIONAL AND TECHNICAL REQUIREMENTS

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#### **1. Overview**

Of the five major program services existing in DCFS, this RFP is solely for the establishment of paternity. This RFP will award either one of two contracts to perform genetic testing to establish paternity.

#### **2. Tasks and Services**

The Contractor(s) must meet and maintain at all times the minimum qualifications as specified in Section 1.6(a) of the RFP in addition to meeting and providing the following:

- (a) Furnish additional current accreditations of the laboratory. If none, please furnish a statement to that effect;
- (b) Establish paternity according to the following methods:
  - (i) The genetic test report shall be rendered by the Contractor(s) when:
    - (a) The unrounded combined paternity index (PI) equals or exceeds ten thousand (10,000) and the probability of paternity equals or exceeds ninety nine and ninety nine (99.99%) percent, or
    - (b) four (4) probe non-match.
  - (ii) The genetic test shall consist of a minimum fifteen (15) probe PCR test.
  - (iii) In paternity cases involving the following factual situation, the test shall consist of both a minimum fifteen (15) probes PCR test and minimum four (4) probes RFLP test:
    - (a) motherless tests (only child and alleged father's samples collected),
    - (b) incest,
    - (c) mutation(s),
    - (d) additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, uncle), or
    - (e) when the use of the PCR test will not meet the aforementioned threshold and a conclusive result can not be made.
  - (iv) If conclusive results cannot be met through the use of 17 PCR/STR markers and 6 RFLP markers and it is impossible to meet the contract requirements without additional testing, the Contractor(s) may use alternatives forms of genetic testing (e.g. HLA, Y Chromosome etc.) with prior written approval from the SEDM or their designee on a case-by case basis.
- (c) Follow rigorous chain of custody procedures in accordance with all applicable state laws, including but not limited to, Louisiana Revised Statute 9:397.2 and 9:397.3, and a documented evidence control system that ensures the integrity of the genetic samples. The system shall ensure that:
  - (i) The genetic sample(s) is marked for identification for each tested person from whom a sample is obtained, i.e., color coding to identify the CP, NCP and child(ren) and provide camera, film, photograph, or other means to visually capture every person tested;

- (ii) The laboratory follows documented written procedures that minimize loss, contamination, and/or deleterious change of evidence through the use of instruments and equipment that are properly maintained and calibrated, and monitoring, cleaning, and decontaminating facilities and equipment;
  - (iii) The laboratory has and provides secure areas for evidence storage that is controlled and limited;
  - (iv) Expert witness(es) and chain of custody personnel are available for court appearances, when necessary and at no extra charge;
  - (v) Responses to written interrogatories, and/or appearances for telephonic or in person depositions, and/or consultations are provided at no extra charge; and
  - (vi) Written reports are notarized and provided to DCFS on approved chain of custody forms that are in compliance with the aforementioned statutes.
- (d) Provide the established written procedures for corrective action whenever discrepancies and/or errors are detected and provide findings to the Family Support Director for Administration or her designee upon detection.
- (e) The Contractor(s) shall hire and maintain at all times key personnel, including expert witnesses, phlebotomist(s), manager(s), and laboratory staff sufficient to provide services in the manner detailed in this RFP and the subsequent contract and said personnel shall have the adequate education, training or experience commensurate with the duty to which he/she is assigned. The Contractor(s) shall ensure that the personnel of the laboratory:
- (i) Will not be permitted direct communication with any alleged father, custodial parent, family member, or private attorney regarding any detail or aspect of a paternity case or genetic testing results except under court order, or if specifically requested by the SEDM or CSE State Office personnel;
  - (ii) Will not provide any information upon initial contact if contacted by the media concerning paternity services for DCFS. Upon initial contact by the media, the Contractor(s) and its personnel will be limited only to the statement that no person is authorized to speak with media officials regarding paternity services for DCFS without the permission of the Assistant Secretary of the Department of Children and Family Services, in accordance with DCFS procedures; and
  - (iii) Will not conduct or be allowed to have access to genetic testing samples and/or results of family members of the personnel and that the SEDM will be notified of the potential conflict prior to testing or upon first knowledge.
- (f) The Contractor(s) must establish sites for the collection of genetic samples after consulting with the SEDM on the best possible location and collection days, in accordance with the Project Requirements of this Section and provide phlebotomy services, at no additional charge. Whenever it is feasible, the collection of genetic samples shall be conducted in offices belonging to DCFS and or the contracting District Attorney. The Contractor(s) is to provide the following:

- (i) Ensure that the phlebotomists arrive at the draw sites 15 minutes before the first scheduled case;
  - (ii) Arrange for the shipment of samples at no extra costs;
  - (iii) Ensure that phlebotomists are instructed to be particularly compassionate when working with infants and small children and courteous to all tested persons; and
  - (iv) Provide services on Interstate and Intrastate cases by cooperating with other state IV-D agencies and other laboratories.
- (g) The Contractor(s) shall retain a portion of the evidence sample or extract and store in a manner that minimizes degradation. The archived sample shall not be used for subsequent testing with prior approval of the Family Support Program Director or designee or a court order. The sample shall be retained for a minimum of three (3) years following the termination of the contract.
- (h) Upon reasonable request, the Contractor(s) must provide two (2) genetic testing seminars/trainings per year at a location selected by CSE State Office at no additional cost to both DCFS and contract DA staff.
- (i) The Contractor(s) must agree to the following special conditions:
- (i) Report any draw site loss or problem to the Support Enforcement State Office the day of the loss or problem, and if the draw site must be changed, secure an alternate site agreeable to the SEDM and Child Support Enforcement State Office within forty-eight (48) hours, unless an extension has been granted by the SEDM or CSE State Office;
  - (ii) Report any incident concerning phlebotomy procedures or genetic testing which may be construed as unusual or controversial to CSE State Office;
  - (iii) Provide an Emergency Preparedness Plan that will be implemented in the event of damage to the lab by fire, wind, water or any other fortuitous event that prohibits the Contractor(s) from conducting business;
  - (iv) Provide a Plan to DCFS for approval six (6) months prior to contract termination. The Turnover Plan must provide for an orderly and controlled transition to DCFS and a successor contractor. The plan shall include at a minimum the following:
    - (1) List of all job titles and responsibilities;
    - (2) Detailed plan for the turnover of genetic testing material including Chain of Custody, sequence of events, time frames, and, if necessary, a reasonable transport plan for case files and equipment, if purchased with federal funding;
    - (3) Plan should include a statement as to how long they will retain all specimens in the original containers;
    - (4) Proper chain of custody must accompany the shipments;
    - (5) Plan must include a statement that the current Contractor(s) must contact the new Contractor(s) in order to set up a time and date for the material to be shipped. The new Contractor(s) or their employee must be on the premises in order to receive the material;

- (6) Upon completion of the contract, the Contractor(s) must agree to forward all partial collections or tests not completed overnight (UPS or Federal Express) Monday through Thursday, to the designated Contractor(s) within thirty (30) days of notification of the termination of the contract. All materials must be shipped in refrigerated boxes and in the original specimen containers. Collections must be received by noon the day after the collection is mailed. Collections must be kept cool at all times. Samples may not be mailed the day before a holiday or on a Friday. For example, Thanksgiving is on a Thursday. In this instance, the samples must be mailed on Monday or Tuesday in order for the lab to receive the samples by noon on Wednesday;
  - (7) The date of the last draw date must be at a minimum of 22 days prior to the end of the contract; and
- (v) Provide a Quality Assurance Plan that explains how the employees, lab, and tests are monitored, supervised, and receive performance feedback. Proposers should explain how cases are chosen to send to another lab to review the results. Proposers should include the percentage of cases that are sent for review.
- (j) Must be able to handle the volume of paternity testing needed for all DCFS referrals.  
(Refer to the charts)

## CHILD SUPPORT ENFORCEMENT

### Number of Paternity Tests Completed

Reliagene Paternity Lab/Orchid

FISCAL YEAR 2006-2007	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	285
New Orleans	264
Amite	385
Thibodaux	322
Ville Platte	215
<b>Total</b>	<b>1471</b>

Reliagene Paternity Lab/Orchid

FISCAL YEAR 2007-2008	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	319
New Orleans	473
Amite	212
Thibodaux	352
Ville Platte	182
<b>Total</b>	<b>1538</b>

Reliagene Paternity Lab/Orchid

FISCAL YEAR 2008-2009	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	319
New Orleans	949
Amite	215
Thibodaux	228
Ville Platte	170
<b>Total</b>	<b>1881</b>

### Amount Spent by Fiscal Year:

Fiscal Year	Amount Spent
2006-2007	851,073.00
2007-2008	734,385.53
2008-2009	726,578.26

Paternity Testing Corp.

FISCAL YEAR 2006-2007	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	276
Monroe	278
Shreveport	354
Lafayette	270
Tallulah	193
Lake Charles	113
Natchitoches	110
<b>Total</b>	<b>1594</b>

Paternity Testing Corp.

FISCAL YEAR 2007-2008	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	427
Monroe	797
Shreveport	491
Lafayette	506
Tallulah	169
Lake Charles	161
Natchitoches	263
<b>Total</b>	<b>2813</b>

Paternity Testing Lab Corp.

FISCAL YEAR 2008-2009	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	270
Monroe	588
Shreveport	245
Lafayette	553
Tallulah	184
Lake Charles	73
Natchitoches	302
<b>Total</b>	<b>2215</b>

The Office of Community Services has not kept statistics on the number of paternity tests completed by each region/office. The following chart illustrates the total number of genetic testing performed each year and how much was paid for those tests.

**OFFICE OF COMMUNITY SERVICES**

<b>Amount of Expenditures by Regions</b>	<b>A total of 290 genetic test were Performed in SFY 2008</b>	<b>A total of 325 genetic test were performed in SFY 2009</b>	<b>Total of 615 of genetic test performed by OCS</b>
<b>Region/District</b>	<b>SFY 2008</b>	<b>SFY 2009</b>	<b>+/-</b>
Orleans District	1,765.00	2,660.00	895.00
Baton Rouge Region	12,182.60	11,502.57	-680.03
Covington Region	26,407.50	32,328.52	5,921.02
Thibodaux Region	3,355.00	3,378.68	-376.32
Lafayette Region	17,727.00	21,352.00	3,625.00
Lake Charles Region	18,485.00	9,310.00	-9,175.00
Alexandria Region	8,175.00	10,053.00	1,878.00
Shreveport Region	17,385.00	23,512.00	6,127.00
Monroe Region	5,445.00	9,152.00	3,707.00
Jefferson District	6,353.50	4,301.00	-2,052.50
Missing/Other Region	900.00	1,410.00	510.00
<b>Totals</b>	<b>\$118,580.60</b>	<b>\$128,959.77</b>	<b>\$10,377.17</b>

**3. Deliverables**

- (a) Contractor(s) will provide genetic testing to determine paternity.
- (b) Contractor(s) shall provide a written status report to the Support Enforcement District Manager (SEDM) within three working days after draw dates to identify shows/no shows and partials. The status report may be sent by e-mail, fax, regular mail, or any other method which may be approved by DCFS.
- (c) Genetic test results shall be submitted to CSE personnel within 15 calendar days from the date of collection. CSE will not pay for any cases in which test results are received after fifteen (15) days unless the SEDM agrees in writing to an extension of time.
- (d) The SEDM must be notified if any person(s) has/have not appeared for drawing within that 45-day period. Payment for partials should be submitted at the end of the 45 day period. In order for payment to be made on partials, the request for payment should be submitted 45 days after the partials are collected. A listing of all partials for which you are seeking payment shall be included with your invoice.
- (e) Proposer must have the ability to customize the reports to fit the needs of DCFS. Reports are to be filed monthly with the SEDM.
- (f) Design a procedure or process for securing the written consent of the custodial parent to use the archived DNA samples of the custodial parent and the children to conduct additional testing with other non-custodial parents involving the custodial parent and her/his children.
- (g) Identify any other deliverable the Proposer wishes to include that DCFS may have omitted.

**4. Functional Requirements**

According to federal guidelines, DCFS must competitively procure laboratories which perform, at a reasonable cost, legally and medically accepted genetic tests which identify the father or exclude the alleged father.

**5. Technical Requirements**

- (a) Utilize a genetic testing protocol which has been approved by the American Association of Blood Banks (AABB) for PCR and RFLP and in accordance with state law;
- (b) Furnish AABB Certification for current year and previous three (3) years;
- (c) Furnish College of American Pathologists (CAP) proficiency testing accreditations for the current year and the three (3) previous years for PCR also furnish College of American Pathologists (CAP) proficient testing accreditations for other current and the three (3) previous years for RFLP, if available;
- (d) Capability to perform PCR testing or RFLP, or both, to establish paternity and provide number of PCR and RFLP genetic testing performed in the last three years; and
- (e) The genetic test report shall be rendered by the Contractor(s) when:
  - i. unrounded combined paternity index (PI) equals or exceeds ten thousand (10,000) and the probability of paternity equals or exceeds ninety nine and ninety nine (99.99%, or
  - ii. Four (4) probe non-match exclusions.
- (f) The genetic test shall consist of a minimum fifteen (15) probe PCR test.
- (g) In paternity cases involving the following factual situation, the test shall consist of both a minimum fifteen (15) probe PCR test and a minimum four (4) probe RFLP test:
  - (i) motherless tests (only child and alleged father's samples collected),
  - (ii) incest,
  - (iii) mutation(s),
  - (iv) additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, or uncle), or
  - (v) when the use of the PCR test will not meet the aforementioned threshold and a conclusive result can not be made.
- (h) If conclusive results cannot be met through the use of 17 PCR/STR markers and 6 RFLP markers and it is impossible to meet the contract requirements without additional testing, the Contractor(s) may use alternatives forms of genetic testing (e.g. HLA, Y Chromosome, etc.), with prior written approval from the SEDM or its designee on a case-by case basis.

**6. Project Requirements**

- (a) Contractor(s) must be able to handle the volume of genetic testing needed for all CSE and OCS referrals.
- (b) Must establish sites for the collection of genetic samples after consulting with the SEDM on the best possible locations and hire employees as needed.
- (c) Contractor(s) must work with the SEDM to determine the best days of the week for sample collections for genetic testing.

- (d) Must have means of identifying each tested person from whom a sample is obtained, i.e., color coding to identify CP, NCP and child.
- (e) Must provide camera, film, photograph, and other means of identifying each person.
- (f) Contractor(s) must provide phlebotomy services.
- (g) The Contractor(s) shall designate a Project Manager to work with the Child Support Enforcement Section Director for Administration or his/her designee on contract issues or problems regarding service deliverables.

**Attachment B – Cost Summary**

DATE: \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. *(Print or Type Name of Officer representing the Contractor)*

\_\_\_\_\_ do hereby certify that the firm named above wishes to enter a price for the Genetic Testing RFP.

I also certify that, to the best of my knowledge and belief, the cost or pricing data submitted with this proposal is accurate, complete and current as of the following date. This cost or pricing data shall remain current for a period of 180 days from the proposal closing date or until a contract is approved, whichever comes first.

Statewide Pricing Per Individual Tested:

1. Price for a complete draw \$ \_\_\_\_\_

2. Price for a partial draw \$ \_\_\_\_\_

3. Price for a result when CSE provides the sample collection \$ \_\_\_\_\_

Regional Pricing Per Individual Tested:

1. Price for a complete draw \$ \_\_\_\_\_

2. Price for a partial draw \$ \_\_\_\_\_

3. Price for a result when CSE provides the sample collection \$ \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date of Execution \_\_\_\_\_

**Attachment C – Customer References**

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Brief description of environment \_\_\_\_\_  
\_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Brief description of environment \_\_\_\_\_  
\_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Brief description of environment \_\_\_\_\_

**Attachment D – State and Local Presence**

**OFFICES IN LOUISIANA:**

Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Telephone # \_\_\_\_\_  
E-mail \_\_\_\_\_  
# of Technicians \_\_\_\_\_  
Certifications \_\_\_\_\_  
Other Support Staff \_\_\_\_\_

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Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Telephone # \_\_\_\_\_  
E-mail \_\_\_\_\_  
# of Technicians \_\_\_\_\_  
Certifications \_\_\_\_\_  
Other Support Staff \_\_\_\_\_

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Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Telephone # \_\_\_\_\_  
E-mail \_\_\_\_\_  
# of Technicians \_\_\_\_\_  
Certifications \_\_\_\_\_  
Other Support Staff \_\_\_\_\_

**ATTACHMENT E: CONSULTING SERVICES CONTRACT**

DCFS-CF-1  
Rev. 06-09

AGREEMENT BETWEEN  
THE STATE OF LOUISIANA  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

FOR

Personal  Professional  Consulting  Social Services  Interagency

1) Provider/Contractor	5) Fed. Employee Tax ID or SS #:
2) Address	6) Parish(es) Served:
3) City                      State                      Zip Code	(Contracts with individuals) 7) License or Certificate #:
4) Remit-To-Address (if different)	(Contracts with individuals) 8) Date of Birth:
City                              State                              Zip Code	(Contracts with individuals) 9) Place of Birth:

10) **Brief Description of Services to be provided:** Include description of work to be performed, goals and objectives to be met that are measurable; description of reports or other deliverables with dates to be received (when applicable). In a consulting service contract, a resume' of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

11) Effective Date: \_\_\_\_\_ 12) Termination Date: \_\_\_\_\_

13) **Maximum Contract Amount:** \_\_\_\_\_

14) Terms of Payment: If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate **RATE OR STANDARD OF PAYMENT**, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. **If cost reimbursement, reference Budget.** (Attach as Exhibit B, if applicable)

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: \_\_\_\_\_  
(Specific Person, Position or Section)

15) Special or Additional Provisions, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE): \_\_\_\_\_

16) If Corporation  Profit or  Non-Profit  Let by RFP  Advance  Vendor  Subrecipient

CFDA Title and Number \_\_\_\_\_  
Award Name, Number, Year \_\_\_\_\_  
Federal Agency \_\_\_\_\_  
Federal Laws/Regulations \_\_\_\_\_

## General Terms and Conditions

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

### Contract Monitor

The Contract Monitor for this contract is Name of State Assigned Contract Monitor and Title

**Monitoring Plan:** Contract agency shall develop a monitoring plan specific to the monitoring needs and performances measures of the Contract Party's project. During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure compliance with contract requirements.

### Prohibition against Discrimination

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### Confidentiality

Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

### Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring..

Social Service Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

(1) Any subrecipient contractor who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at Section \_\_\_\_\_.220 of OMB Circular A-133.

(2) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.

(3) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.

(4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 134.

Contractor subrecipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor subrecipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: Louisiana Department of Social Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

### **Record Retention and Inspection**

Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least four (4) calendar years after final payment or for three (3) calendar years after audit issues or litigation have been resolved.

### **Assignment of Interest in the Contract**

Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of the assignment".

### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under \_\_\_\_\_(tax ID #)

### **Payments**

It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions." It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.

### **Prohibitions on use of funds**

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

### **Notice of State Employment**

*This subsection is applicable only to contracts with individuals.*

Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting office of any additional state employment.

### **Property of the State**

When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become property of the state.

### **Subcontracts**

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.

### **Alterations, Variations, Modifications, or Waivers**

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.

### **Amendments**

Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the office which is a party to the contract and the Contractor, and approved by required authority of the Department, and, if the contract exceeds \$20,000.00 the Director of the Office of Contractual Review, Division of Administration.

### **Set Off**

In the event the Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

### **Background Checks**

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

### **Hold Harmless**

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

### **Availability of Funds**

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration, in accordance with R.S. 39:1502. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Reports**

If applicable, at least by the end of each 6 month period of the above mentioned contract, Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

### **Environmental Tobacco Smoke**

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

### **Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### **Termination for Convenience**

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

### **Controversies**

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S. 39:1524-1526.

## **Force Majeure**

The Contractor of State of Louisiana shall be exempted from performance under the contract for any period that the Contractor or State of Louisiana is prevented from performing any services in whole or part as a result of an Act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or State of Louisiana has prudently and promptly acted to make any and all corrective steps that the Contractor or State of Louisiana can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination.

## **Governing Law**

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1498-1526; executive orders; and standard terms and conditions.

## **Headings**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

## **Anti-Kickback Clause (Federal Clause)**

Contractor agrees to adhere to the mandate dictated by the Copeland (Anti-Kick) Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation.

## **Clean Air Act (Federal Clause)**

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

## **Energy Policy and Conservation (Federal Clause)**

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). This clause applies to contracts with federal funds.

## **Clean Water Act (Federal Clause)**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. This clause applies to contracts with federal funds.

## **Code of Ethics**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.





## **Attachment G**

### **Areas of the State**

The State will be divided into two sections in the event two companies are awarded contracts. One will be awarded the southern area and one will be awarded the northern area. The parishes in each section are as follows:

**Southern Area— District Offices in the southern area are located in Baton Rouge, New Orleans, Amite, Thibodeaux and Ville Platte and includes the following parishes:**

Allen, Ascension, Assumption, East Baton Rouge, East Feliciana, Evangeline, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemine, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John, St. Landry, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, and West Feliciana.

**Northern Area— District Offices in the northern area are located in Alexandria, Monroe, Shreveport, Lafayette, Tallulah, Lake Charles and Natchitoches and includes the following parishes:**

Acadia, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Claiborne, Cameron, Catahoula, Concordia, DeSoto, East Carroll, Franklin, Grant, Iberia, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, St. Martin, St. Mary, Tensas, Union, Vermilion, Vernon, Webster, West Carroll, and Winn.