

STATE OF LOUISIANA

*Department of Social Services
Office of Family Support
Support Enforcement Services*

REQUEST PROPOSALS
FOR
Genetic Testing

July 1, 2007 through June 30, 2010



TABLE OF CONTENTS

Part 1.0	GENERAL INFORMATION.....	4
1.1	Purpose.....	4
1.2	Background.....	4
1.3	Goals/Objectives/Performance Measures.....	5
Part 2.0	ADMINISTRATIVE INFORMATION.....	6
2.1	Terms of Contract.....	6
2.2	RFP Coordinator.....	6
2.3	Calendar of Events.....	6
2.4	Proposer Inquiries.....	7
2.5	Pre-proposal Conference.....	7
2.6	Definitions.....	7
Part 3.0	PROPOSAL INFORMATION.....	10
3.1	Proposal Response Location.....	10
3.2	Minimum Qualifications of Propose.....	11
3.3	Determination of Responsibility.....	12
3.4	RFP Addenda.....	13
3.5	Waiver of Administrative Information.....	13
3.6	Proposal Rejection/RFP Cancellation.....	13
3.7	Withdrawal and Re-submission of Proposal.....	13
3.8	Subcontracting Information.....	13
3.9	Ownership of Proposal.....	13
3.10	Proprietary Information.....	14
3.11	Cost of Preparing Proposals.....	14
3.12	Errors and Omissions in Proposals.....	14
3.13	Contract Award and Execution.....	14
3.14	Code of Ethics.....	14

PART 4.0	RESPONSE INSTRUCTIONS.....	14
4.1	Proposal Submission.....	14
4.2	Proposal Format.....	16
4.3	Cover Letter.....	16
4.4	Technical and Cost Proposal.....	17
4.5.	Certification Statement.....	17
PART 5.0	EVALUATION AND SELECTION.....	17
5.1	Evaluation Team.....	18
5.2	Administrative and Mandatory Screening.....	18
5.3	Oral Presentation May be Required.....	18
5.4	Evaluation and Review.....	18
5.5	Announcement of Contractor.....	19
PART 6.0	CONTRACTOR REQUIREMENTS.....	20
6.1	Corporation Requirements.....	20
6.2	Billing and Payment.....	20
6.3	Confidentiality.....	21
	ATTACHMENT I: SCOPE OF SERVICES.....	22
	ATTACHMENT II: PROPOSAL INFORMATION.....	30
	ATTACHMENT III: CERTIFICATION STATEMENT.....	33
	ATTACHMENT IV: CONTRACT.....	34
	ATTACHMENT V: PRICE SCHEDULE.....	40
	EXHIBIT A: AREAS OF THE STATE.....	41

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Social Services, Office of Family Support, Support Enforcement Services (hereinafter referred to as "DSS") for the purpose selecting contractor(s) to establish paternity through genetic testing in child support cases. Through this RFP process, DSS 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, DSS will award either one or two contracts to the successful proposer(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. (See Exhibit A) The proposer with the highest score will select the area of the state in which they want to do business.

This announcement does not commit DSS to award a contract or pay any costs incurred in the preparation of proposals. DSS reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Any contract(s) awarded shall be based upon the proposals deemed most advantageous to DSS with regard to price, quality of service, and other factors considered.

1.2 Background

Louisiana's child support (IV-D) program is a state-administered, state-supervised program. The Office of Family Support (OFS), Support Enforcement Services (SES), a division of DSS, operates the IV-D program.

SES provides the following services:

- A. Location of absent parents;
- B. Establishment of paternity;
- C. Establishment of support obligations;
- D. Collection and distribution of support payments; and
- E. Enforcement of support obligations.

DSS has 12 SES district offices operating throughout the state with approximately 510 state employees. DSS also contracts with 39 of the state's 41 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 207,442 collection cases and 76,338 intake cases. In state fiscal year 2005-2006, SES collected \$303,144,228.

SES established 26,025 paternities from July 2005 through September 2006. During this time the genetic testing contractors were paid \$993,068.

1.3 *Goals/ Objectives/Performance Measures*

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

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2007**, and to continue through **June 30, 2010**. The State has the right to contract for up to three years upon approval.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions shall be directed to the RFP Coordinator listed below.

Name *Hilda Woodruff*
Title *Family Support Program Specialist II*
P.O. Box 94065
Baton Rouge, LA 70804-4065
627 North 4th Street, Room 4-234
Fax: 225-342-7397
Phone: 225-342-4791
hwoodruf@dss.state.la.us

This RFP is available in electronic form at the DSS website at <http://www.dss.state.la.us> (Select Request for Proposals) in either PDF or (*Word/WordPerfect 6.1*) format or in printed form by submitting a written request to the RFP Coordinator.

2.3 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP (<i>in newspapers and LaPAC</i>) and mail public announcements	4-11-07
Pre-proposal Conference (non-mandatory)	4-19-07
Deadline for receiving proposer inquiries	4-24-07
Issue responses to proposer inquiries	4-30-07
Proposal submission deadline	5-11-07

NOTE: DSS reserves the right to amend and/or change this Calendar of Events, as it deems necessary.

2.4 Proposer Inquiries

DSS will consider written proposer inquiries regarding RFP requirements before the date specified in the Calendar of Events. DSS reserves the right to modify the RFP should a change be identified that is in the best interest of DSS.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225-342-7397) by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by 4-30-07 at <http://www.dss.state.la.us>.

Only Robbie Endris, Executive IV-D Director, or her designee, has the authority to officially respond to proposer's questions on behalf DSS. All inquiries and answers must be in writing and received in accordance with the Calendar of Events. Any communications from any other individuals are not binding on DSS.

2.5 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at 9:00 a.m., April 19, 2007, at 627 North 4th Street, Iberville Building, Room 1-125. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of DSS will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

2.6 Definitions

Agency - The Department of Social Services (DSS), Office of Family Support (OFS), Support Enforcement Services (SES) or its successor.

CAP (College of American Pathologists) – Manufacturer of proficiency testing kits.

CP (Custodial Parent) – The parent/guardian who lives with a child who is, or is alleged to be, legally entitled to child support.

Contractor - A firm or individual who is awarded a contract.

Employee – includes any person employed by Contractor under a written agreement between the employee and the Contractor, to perform duties related to the contract.

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.

LASES (Louisiana Automated Support Enforcement System) - computerized system used by DSS for support enforcement services.

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.

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.

Program – The divisions of the Department of Social Services, i.e., Office of Family Support (OFS), Support Enforcement Services (SES), Temporary Assistance for Needy Families (TANF), Food Stamps, Office of Community Services, and Louisiana Rehabilitation Services.

Proposal - A response to an RFP

Proposer - A firm or individual who responds to an RFP

RFLP (Restriction Fragment Length Polymorphism) – A method of DNA testing which is generated by cleavage by a specific restriction enzyme and the variation is due to restriction site polymorphism and/or the number of different repeats contained within the fragments.

RFP - Request for proposals

SES – Support Enforcement Services, a division of the Department of Social Services, Office of Family Support.

SEDM (Support Enforcement District Manager) – designee of SES State Office responsible for the local oversight of contractor(s) awarded genetic testing contract through RFP.

Shall, Must, or Will - Denotes mandatory language; a requirement that must be met without alteration

STR (Short Tandem Repeats) – A method of DNA testing; Polymerase Chain Reaction (PCR); and Single Nucleotide Polymorphisms (SNP)

Should, Can, or May- Denotes desirable, non-mandatory language

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline specified in the Calendar of Events. Fax or e-mail submissions shall not be acceptable.

It is solely the responsibility of each proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not so delivered will not be considered for purposes of this RFP.

IMPORTANT: Proposer should clearly mark the outside of the envelope, box or package with the following information:

Proposal Name: Genetic Testing Proposal

Proposals mailed through the United State Postal Service to:

Name of RFP Coordinator:	Hilda Woodruff
State Agency:	Support Enforcement Services
Mailing Address:	P.O. Box 94065 Baton Rouge, LA 70804

Or

Proposals may be delivered by hand or courier service to:

Name of RFP Coordinator:	Hilda Woodruff
State Agency:	Support Enforcement Services
Physical Address:	627 North 4 th Street, Room 4-234 Baton Rouge, LA 70804
Email:	hwoodruf@dss.state.la.us
Phone Number:	225-342-4791

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

3.2 *Minimum Qualifications of Proposer*

Proposers of this RFP must meet the following minimum qualifications:

- (a) Utilize a genetic testing protocol which is approved by the American Association of Blood Banks (AABB) 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 and RFLP testing;
- (d) Have capability to perform PCR testing or in the alternative, RFLP, as indicated in the provisions of this RFP, to establish paternity and provide number of PCR and RFLP genetic testing performed in the last three years; and
- (e) Ability to handle volume of genetic testing needed for all IV-D referrals (See Attachment I, Scope of Services for example of volume for previous years.)

3.3 *Determination of Responsibility*

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

- A. Proposal must be submitted under the prime proposer's name;
- B. 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;
- C. Proposer must ensure that the proposal submitted was developed without collusion with other proposers;
- D. Proposal shall be complete so that an evaluation of the proposer's method can be determined solely based upon proposal contents;
- E. Proposer should 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 DSS, becomes part of the contract, but such deviations must not have been in conflict with the basic nature of this proposal;
- F. Proposers must submit all **required** forms, checklists, and cost schedules with their proposal; and
- G. 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 ever 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. DSS must find that the selected proposer:

- ✓ 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 DSS to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.4 RFP Addenda

DSS reserves the right to change the Calendar of Events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by DSS to award a contract. DSS reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the best interest of DSS.

3.7 Withdrawal and Re-submission of Proposal

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

3.8 Subcontracting Information

DSS shall have either one or two contractors as the result of any contract negotiation, and those contractors shall be responsible for all deliverables referenced in the RFP. Notwithstanding this general requirement, proposers may enter into arrangements with a subcontractor. However, the

proposers should acknowledge in their proposals total responsibility for the entire contract. Additionally, proposers who possess the ability to perform all services in-house without the necessity to subcontract will be scored higher than proposers who have to subcontract services and run the potential risk of delaying services, misplacing samples and or breaking the chain of custody.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. The minimum requirements and information requested of the proposer under the terms of this RFP shall also be required for each subcontractor and shall be included in the proposal.

Prior to the award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with DSS, the prime contractor(s) shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of DSS.

3.9 Ownership of Proposal

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

3.10 Proprietary Information

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 Record 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.

3.11 Cost of Preparing Proposals

DSS shall not be liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations if requested, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by DSS.

3.12 Errors and Omissions in Proposal

DSS shall not be liable for any errors in the proposals. DSS reserves the right to make corrections or amendments due to errors identified in proposals by DSS or the proposer. DSS, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

DSS reserves the right to enter into a contract without further discussion of the proposal submitted based upon the initial offers received. DSS reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected vendor shall become part of any subsequent contract initiated by DSS for genetic testing.

The selected proposer shall be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 30 days or if the selected proposer fails to sign the final contract within seven (7) business days of delivery, DSS may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 *Proposal Submission*

Proposals must be received on or before 4:30 p.m. Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered at the proposer's expense to:

Name of RFP Coordinator	Hilda Woodruff
State agency Name	Department of Social Services
Address	PO Box 94065 Baton Rouge, LA 70804-4065

For courier deliver, the street address is 627 North 4th Street, Room 4-234, Baton Rouge, LA and the telephone number is (225) 342-4780. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

4.2 *Proposal Format*

DSS requests that eight (8) 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 granting such authority shall be submitted.

Proposers shall respond to this RFP with a Technical Proposal and a separate Cost Proposal. No pricing information should be included in the Technical Proposal.

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

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

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 Technical and Cost Proposal

Proposer should submit a proposal as specified in Attachment II which should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

The Technical Proposal shall be submitted to DSS should be clearly marked: **“Technical Proposal in Response to the Genetic Testing RFP”**.

The Cost proposals shall be submitted to DSS should be clearly marked: **“Cost Proposal in Response to the Genetic Testing RFP”**. The Cost Proposal should be submitted separately from the Technical Proposal and placed in a separate envelope.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by DSS, which will determine the proposal most advantageous to DSS, taking into consideration price and the other evaluation factors set forth in the RFP.

5.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 *Oral Presentations May be Required*

DSS, at its sole discretion, may select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the proposer at the oral interview, if any, will be considered binding. Oral Presentations shall be evaluated on the following criteria: proposer's leadership abilities, proposer's ability to effectively communicate, presence of and contributions of proposed core staff at the presentation (if present), clarity and organization of presentation, and response to technical questions.

5.4 *Evaluation and Review*

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 DSS. 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:

Criteria	Maximum Score
1. Experience/Methodology/References	70
i. Experience/Capability (25 points)**	
ii. Approach and Methodology (30 points)	
iii. References (15 points)	
3. Cost	30
Total Score	100

** 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 DSS 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 area 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.

5.5 *Announcement of Contractor*

DSS will notify the successful proposer(s) and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to LA R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of this contract. The web site for the Secretary of State is <http://www.sec.state.la.us>. A copy of this certificate shall be included in the proposal.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. A copy of the disclosure of ownership shall be included in the proposal.

6.2 Billing and Payment

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 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, DSS 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.

6.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the DSS's operation which are designated confidential by DSS and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as DSS's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DSS in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by DSS to be adequate for the protection of the DSS's confidential information, such methods and procedures may be used, with the written consent of DSS, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Social Services, Office of Family Support, Support Enforcement Services.

ATTACHMENT I: SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

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

2. Tasks and Services

The Contractor must meet and maintain at all times the minimum qualifications as specified in Section 3.2 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, using PCR testing as the preferred method of DSS, according to the following methods:
 - (i) The genetic test report shall be rendered by the contractor 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 exclusion.
 - (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) probe PCR test and minimum four (4) probe 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 a conclusive result can not 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 may use alternative 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.

- (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 DSS 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 Program Director for Administration or her designee upon detection.
- (e) The contractor 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 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 SES State Office personnel;
 - (ii) Will not provide any information upon initial contact if contacted by the media concerning paternity services for DSS. Upon initial contact by the media, the contractor and its personnel will be limited only to the statement that no person is authorized to speak with media officials regarding paternity services for DSS without the permission of the

- Assistant Secretary of the Office of Family Support, in accordance with DSS 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 will be required to collect or arrange for the collection of samples and must establish sites for the collection of genetic samples after consulting with the SEDM on the best possible location, in accordance with the Project Requirements of this Section and provide phlebotomy services, at no additional charge, to:
- (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 shall retain a portion of the evidence sample and extract and store in a manner that minimizes degradation. The archived sample shall not be used for subsequent testing without prior written approval of the Family Support Program Director for Administration or designee or a court order. The sample shall be retained for a minimum of three (3) years following the final payment of the contract.
- (h) Upon reasonable request, the contractor must provide two (2) genetic testing seminars/trainings per year at a location selected by SES State Office at no additional cost to both DSS and contract DA staff.
- (i) The contractor must agree to the following special conditions:
- (i) Report any draw site loss or problem to the Support Enforcement Services 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 Support Enforcement Services State Office within forty-eight (48) hours, unless an extension has been granted by the SEDM or SES State Office;
 - (ii) Report any incident concerning phlebotomy procedures or genetic testing which may be construed as unusual or controversial to SES 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 from conducting business;

- (iv) Provide a Turnover Plan to DSS for approval six (6) months prior to contract termination. The Turnover Plan must provide for an orderly and controlled transition to DSS 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 must contact the new Contractor in order to set up a time and date for the material to be shipped. The new Contractor or their employee must be on the premises in order to receive the material;
 - (6) Upon completion of the contract, the Contractors must agree to forward all partial collections or tests not completed overnight (UPS or Federal Express) Monday through Thursday, to the designated Contractor 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

(j) Must be able to handle the volume of paternity testing needed for all DSS referrals.
(Refer to the chart.)

Number of Paternity Tests Completed

Reliagene Paternity Lab

FISCAL YEAR 2003-2004	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	811
New Orleans*	
Amite	469
Thibodaux	417
Ville Platte	728
Total	2,425

Reliagene Paternity Lab

FISCAL YEAR 2004-2005	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	1,113
New Orleans*	
Amite	480
Thibodaux	316
Ville Platte	707
Total	2,616

Reliagene Paternity Lab

FISCAL YEAR 2005-2006	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Baton Rouge	439
New Orleans*	
Amite	364
Thibodaux	311
Ville Platte	641
Total	1,755

Paternity Testing Lab

FISCAL YEAR 2003-2004	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	492
Monroe	413
Shreveport	526
Lafayette	approximately 1500
Tallulah	582
Lake Charles	932
Natchitoches	227
Total	Approximately 4,672

Paternity Testing Lab

FISCAL YEAR 2004-2005	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	280
Monroe	492
Shreveport	672
Lafayette	1,561
Tallulah	545
Lake Charles	574
Natchitoches	115
Total	4,239

Paternity Testing Lab

FISCAL YEAR 2005-2006	NUMBER OF PATERNITY TESTS COMPLETED
DISTRICT OFFICE	
Alexandria	301
Monroe	549
Shreveport	518
Lafayette	1,922
Tallulah	691
Lake Charles	524
Natchitoches	138
Total	4,643

Amount Spent by Fiscal Year:

Fiscal Year	Amount Spent
2003-2004	\$1,318,929
2004-2005	\$1,131,289
2005-2006	\$870,922

*Figures not available due to the destruction of the building and records by Hurricane Katrina. The last available information appears in the chart below.

Reliagene Paternity Lab

District Office	Fiscal Year	Number of Paternity Tests Performed
Orleans	FY 2001-2002 (7-1-01 thru 6/30/02)	5,842
Orleans	FY 2002-2003 (7/1/02 thru 6/30/03)	5,616
Orleans	FY 2003-2004 (7-1-03 thru 2-6-04)	4,259
TOTAL		15,717

3. Deliverables

- (a) Contractor will provide genetic testing to determine paternity.
- (b) Contractor 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 DSS.
- (c) Genetic test results shall be submitted to SES personnel within 15 calendar days from the date of collection. SES 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 a 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.
- (d) Contractor must have the ability to customize the reports to fit the needs of DSS. Reports are to be filed monthly with the SEDM.
- (e) Identify any other deliverable the proposer wishes to include that DSS may have omitted.

4. Functional Requirements

According to federal guidelines, DSS must competitively procure the services of a contractor with laboratories which perform, at a reasonable cost, legally and medically accepted genetic tests which identify the biological father and 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 and RFLP testing;
- (d) Capability to perform PCR testing or in the alternative, RFLP, as indicated in the provisions of this RFP, 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 when:
 - (i) 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
 - (ii) four (4) probe non-match exclusion.
- (e) The genetic test shall consist of a minimum fifteen (15) probe PCR test.
- (f) In paternity cases involving the following factual situation, the test shall consist of both a minimum fifteen (15) probe PCR test and 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, uncle), or
 - (v) when the use of the PCR test will not meet the aforementioned threshold and a conclusive result can not be made.
- (g) If a conclusive result can not 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 may use alternative 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 must be able to handle the volume of genetic testing needed for all IV-D 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) Must have means of identifying each tested person from whom a sample is obtained, i.e., color coding to identify CP, NCP and child.
- (d) Must provide camera, film, photograph, and other means of identifying each person.
- (e) Contractor must provide phlebotomy services.
- (f) The contractor shall designate a Project Manager to work with the Family Support Program Director for Administration or his/her designee on contract issues or problems regarding service deliverables.

ATTACHMENT II: PROPOSAL INFORMATION

1. Executive Summary

This section 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 telephone number, and the stipulation that the proposal is valid for a time period of 180 days from the date of submission or until the contract is signed. This section should also include a summary of the proposer's qualifications and ability to meet the DSS's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment IV and should submit whatever exceptions or exact contract modifications that its 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.

2. Corporate Background/Experience/Financial Condition

The proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of the previous two years financial statements, preferably audited.

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 should 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.

3. Proposed Project Staff

The proposer 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.

4. Approach and Methodology

- 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. DSS 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 DSS 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 DSS' 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, staffing.
- If subcontractors are used, what roles they will play and when will they be used.

5. Cost Information

This section describes the requirements to be addressed by proposers in preparing the Cost Proposal.

Prices proposed should be submitted on the price schedule furnished in Attachment V.

Proposed costs shall be the fully burdened rate that includes labor, per diem, travel, overhead and any other costs related to the services.

The cost proposal shall list the price per individual tested for 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 contactors are selected. The cost proposal shall also list the cost for partial

draws, as well as for results when SES provides the sample collection. (No phlebotomist needed for collections.)

6. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT III: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 180 days or until the contract is signed, whichever occurs latest, from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

/

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV: CONSULTING SERVICES CONTRACT

DSS-CF-1
Rev. 07/05

AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF SOCIAL SERVICES

Office of Family Support

AND

FOR

Personal Professional Consulting Social Services

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

10) **Brief Description of Services to Be Provided:** Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, 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) 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.

14) Maximum Contract Amount: \$ _____

15) **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.). **If cost reimbursement, reference Budget.**

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: _____
(Specify Person, Position or Section)

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

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

CFDA Title and Number Child Support Enforcement 93.563
Award Name, Number, Year Child Support Enforcement, 0504LA4004 and 0604LA4004, 2006-2007
Federal Agency Administration for Children and Families, Department of Health and Human Services
Federal Laws/Regulations 45 CFR, Chapter III, 45 CFR 16, 45 CFR 74, 45 CFR 95, 45 CFR 213, 45 CFR 232

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

1. 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 Act of 1975, 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.
2. Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality as well as the provisions regarding confidentiality as specified in Section 6.3 of the RFP.
3. 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 inspect and review all books and records pertaining to services rendered under this contract.

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:

- a. 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, 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 exception to an annual audit are those exceptions as noted at Section .220 of OMB Circular A-133.
- b. 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.
- c. 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.
- d. 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 shall inform 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.

4. Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least three (3) years after final payment or as described in 45 CFR 74.53 (b) whichever is longest, and; if Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. 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.
6. 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.
7. 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.
8. 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.
9. 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. This is applicable only to contracts with individuals.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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 expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
15. 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.
16. 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 contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.
17. If applicable, at least by the end of each 6 month period of the above mentioned contract, Contractor must submit to 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.
18. 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 includes 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 subawards 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.
19. 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 DSS may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the contract. Where DSS has determined the Contractor to be in default, DSS reserves the right to obtain any and all products or services covered by the contract on the open market and to charge the Contractor with costs in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered. 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.
20. Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S. 39:1524-1526.
21. The RFP and proposal of the selected contractor(s) shall become part of any subsequent contract initiated by DSS for genetic testing.

22. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- (a) Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.
 - (b) Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
 - (c) Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.
 - (d) Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
 - (e) Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
 - (f) Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.
23. This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.
24. 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.
25. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

- 26. This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.
- 27. This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

Signature Date

Type name of Contractor

(If corporation, type name and title of person signing contract)

STATE OF LOUISIANA
DEPARTMENT OF SOCIAL SERVICES
Ann S. Williamson, Secretary

Terri Porche Ricks, Undersecretary Date

Signature Date

Adren O. Wilson, Assistant Secretary
Type Name and Title

Family Support
Office

ATTACHMENT V

PRICE SCHEDULE

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 SES 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 SES provides the sample collection \$ _____

Signed: _____

Title: _____

Date of Execution _____

EXHIBIT A

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:

1. Southern Area

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, and

2. Northern Area

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

