



**Department of
Children &
Family Services**
Building a Stronger Louisiana

REQUEST FOR PROPOSALS

**For
Genetic Testing
For the Louisiana
Department of Children and Family Services**

DATE

MARCH 13, 2015

3:00 P.M. (CST)

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Children and Family Services (hereinafter referred to as "DCFS") for the purpose of selecting vendor(s) to establish paternity through genetic testing. DCFS will select either one or two proposers who have experience and knowledge to provide genetic testing.

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 in child support, foster care and child protection cases.

Goals and Objectives

In order to ensure compliance with federal directives, the successful proposer(s) will establish paternities upon referrals from CSE, Child Welfare or contract District Attorneys. These paternity tests shall be timely completed and accurately established in accordance with current state law and the provisions of this RFP. The State Laws can be accessed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=107879>
<http://www.legis.la.gov/Legis/Law.aspx?d=107880>
<http://www.legis.la.gov/Legis/Law.aspx?d=107881>
<http://www.legis.la.gov/Legis/Law.aspx?d=107882>
<http://www.legis.la.gov/Legis/Law.aspx?d=107883>
<http://www.legis.la.gov/Legis/Law.aspx?d=100629>
<http://www.law.cornell.edu/uscode/text/42/654>
<http://www.law.cornell.edu/uscode/text/42/666>
<http://www.law.cornell.edu/cfr/text/45/302.70>
<http://www.law.cornell.edu/cfr/text/45/303.5>
<http://www.law.cornell.edu/cfr/text/45/303.101>

The Contractor(s) shall provide the service of genetic testing to aid in the establishment of paternity for all Child Support and Child Welfare cases in Louisiana which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father. The Contractor(s) shall respond to all requests from any of the State's offices.

The contractor(s) must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that DCFS can obtain and access information via a secure website.

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

1.2 Background

Department of Children and Family Services (DCFS)

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 Title IV-D agency in Louisiana is Child Support Enforcement (CSE). CSE is a section 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. CSE provides the following services:

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

The Child Support Enforcement (CSE) program in Louisiana is supported by the Louisiana Automated Support Enforcement System (LASES), which is a mainframe application that provides a full range of functionality to support the program. LASES is an interactive on-line system which is a centralized, comprehensive, fully automated, state-operated computer system that maximizes the degree of automation. LASES is a mainframe application using an ADABAS Environment with application code written primarily in Natural. LASES is programmed using Software AG's Natural programming language for the system. CICS is the teleprocessing monitor utilized by LASES.

The LASES Web Application has been designed as a 'front-end' to the LASES mainframe system. It aggregates the contents of several mainframe screens into single web pages along with usability enhancements which reduce the number of key strokes and overall time required for each business process. It is important to note that data updated using the web page is immediately updated on the LASES database. Functionality provided by these web pages can still be performed using the LASES mainframe screens.

In order to transform and modernize the Louisiana Department of Children and Family Services to deliver services to customers in a holistic and collaborative manner, DCFS has determined it is necessary to build and deploy a Common Access Front End (CAFÉ) system. The primary focus of this project is the implementation of web-based portals to be the outward facing view of information and services provided by DCFS. These portals will ultimately integrate with each of the department's standalone information system supporting the program offices.

The Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) of 1996 builds on 1994 legislation requiring Hospital-Based Paternity Acknowledgement Programs. All states are required to develop procedures outlining the process for voluntarily acknowledging paternity, adopt provisions to strengthen paternity programs and observe mandated links between birth certificates and paternity forms. Under PRWORA, all states are also required to give parents notice both orally and in writing of the alternatives to signing the form, the legal consequences of signing the form and the rights and responsibilities that arise from acknowledging paternity.

45 CFR 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements. Louisiana has chosen the IV-D Paternity Performance Percentage (PEP). States must achieve certain levels of performance in order to avoid being penalized for poor performance. Louisiana reached the 90% PEP standard in FFY 2010 and is required to maintain a 90% PEP in order to avoid penalties. Since FFY 2010 Louisiana has continued to meet the 90% PEP.

DCFS has 12 CSE district offices operating throughout the state with approximately 347 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 245,192 collection cases and 60,672 intake cases. In federal fiscal year 2013-2014, CSE collected \$414,382,428.10.

DCFS Child Welfare 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. Child Welfare is administered under the Title IV-E program and offers the following services:

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

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

1.3 Scope of Services

Attachment I of this RFP details the Scope of Work/Services and deliverables or desired results that the State requires of the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

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

2.2 Pre-proposal Conference

Not applicable for this solicitation.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below:

Darlene Simmons, CSE Consultant
Department of Children and Family Services
Child Support Enforcement, Contract Unit
P. O. Box 94065
Baton Rouge, LA 70802
Fax: 225-342-8822
Phone: 225-342-0032
Email: Darlene.Simmons.DCFS@la.gov

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

Mary Kenerson, CSE Program Manager
Department of Children and Family Services
Child Support Enforcement, Contract Unit
P. O. Box 94065
Baton Rouge, LA 70802
Fax: 225-342-4791
Phone: 225-342-0032
Email: Mary.Kenerson.DCFS@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by (time) CST on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by (Date) at <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> (If agency will

post on their agency website or other website they are to provide the additional *internet address (es) here also. Also advise if agency will issue in writing.*).

Only DCFS Child Support Enforcement has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

- A. Accounts Payable Address – The address to which CSE will return overpayments to an Employer.
- B. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- C. Can – The term “can” denotes an advisory or permissible action.
- D. CW – Child Welfare
- E. Contractor – Any person having a contract with a governmental body.
- F. Could – The term “could” denotes an advisory or permissible action.
- G. CP – Custodial Party (The party who has custody of the minor child).
- H. CSE – Child Support Enforcement
- I. DCFS – Department of Children and Family Services.
- J. DCFSIS – Department of Children and Family Services Information Services.
- K. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- L. DHH – Department of Health and Hospitals
- M. DHH/VR- Department of Health and Hospital Vital Records
- N. Dishonesty of Employee – Means dishonest acts committed by an ‘employee’, 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.

- N. Employee – Includes any person employed by Contractor, under a written agreement between the person employed and the Contractor, to perform duties related to the contract.
- O. FEIN – Federal Employer Identification Number.
- P. Hardware - The electronic components, boards, peripherals, and equipment that make up a computer system; distinguished from the programs (Software) that tell these components what to do.
- Q. IWO – Income Withholding Order.
- R. IV-D Case – A child and/or medical support case receiving services under Title IV-D of the Social Security Act, which may be originated by FITAP, IV-E, or Medicaid, or interstate referrals, or by application for services.
- S. LaPAC – The State’s online electronic bid posting and notification system, located on the Office of State Procurement website:
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>
- T. LASES – Louisiana Automated Support Enforcement System (The child support mainframe computer application) maintains data on all child support cases and performs automated functions pertaining to locating the non-custodial parent, establishing paternity and child/medical support orders, enforcing, collecting, and distributing support payments.
- U. May - The term “may” denotes an advisory or permissible action.
- V. Must - The terms “must” denotes mandatory requirements.
- W. NCP – Non-Custodial Parent. (The parent who does not have custody of the minor child)
- X. Negotiable Instrument - A check, money order, cash, cashiers check, or other legal tender.
- Y. Obligors – Those persons designated to provide child and/or medical support.
- Z. Occurrence – All loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- AA. Outreach - The process by which a representative communicates with Birthing Hospitals and other local or statewide outlets that provide services to expectant mothers, families or single parents. The forms of communication consist of onsite visits/training, brochures, educational material and posters.
- BB. Paternity Acknowledgment Program – A program operated within Child

Support Enforcement, which collects data from birthing hospitals regarding paternity information for non-legal children.

CC. Proposal – The submission from a Proposer in response to this RFP.

DD. Proposer – Any respondent to this RFP.

EE. RFP – Request for Proposal (This document).

FF. SSA – Social Services Analyst.

GG. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).

HH. Should – The term “should” denotes desirable.

II. State – The State of Louisiana.

JJ. Will – The term “will” denotes a mandatory action or requirement.

KK. AOP – Acknowledgment of Paternity

LL. 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.

MM. 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.

NN. STR – (Short Tandem Repeats) – A method of DNA testing; polymerase chain reaction (PCR); and single nucleotide polymorphisms (SNP)

OO. Complete Draw: Involves all of the people referred to the lab for testing for a particular paternity case.

PP. Partial Draw: Occurs when any of the referred people fail to appear and their genetic tissues are not collected and a report is not provided for a particular paternity case.

2.5 Schedule of Events

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

<i>Event</i>	<i>Date</i>
Advertise RFP and mail public announcements	Feb 2, 2015
Deadline for receiving Proposers inquiries	Feb 13, 2015 3:00 p.m. (CST)
Issue responses to Proposers inquiries	Feb 27, 2015 3:00 p.m. (CST)
Proposal submission deadline	March 13, 2015 3:00 p.m. (CST)
Notice of Intent to Award	To be determined
Begin Contract negotiation	To be determined

- 1) Evaluation of proposals will occur within the period from (to be determined). Approval of selected Proposer(s) will be secured from Deputy Secretary and Undersecretary. Notice of Intent/Regret letters to be sent out by DCFS Child Support Enforcement at a date to be determined.
- 2) Once announcement made, there is a two-week protest period. During this time, Contract Review staff will work to have contract ready to be submitted to vendor for signature.
- 3) Contract Begin Date – to be determined.

2.6 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable.

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications at the time of proposal submission.:

1. Utilize a genetic testing protocol which is approved by the American Association of Blood Banks (AABB) and in accordance with state law
2. Maintain a laboratory that meets or exceeds AABB standards in full compliance with the relevant safety codes for performing genetic testing and for proper disposal of medical waste.
3. Furnish AABB Certification for current year and previous three (3) years;
4. Furnish College of American Pathologists (CAP) proficient testing accreditations for the current year.
5. Furnish proficient testing [accreditations](#) for the three (3) previous years for Polymerase Chain Reaction (PCR);
6. Must be capable of performing PCR testing to establish paternity.
7. .Proposer shall provide paternity testing results meeting the standard of 99.9% threshold probability per LA R.S. 9:397.3. This testing includes situations that involve motherless test, mutations, incest and multiple partners of the same family. Proposer shall explain what testing processes will be used to determine paternity in above stated situations.
8. Have the ability to handle the volume of genetic testing needed for all CSE and Child Welfare referrals. The Department makes no guarantee of the number of tests to be made by the Contractor. (See Attachment IX for example of volume for previous years.)

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

- a) Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c) Is able to comply with the proposed or required time of delivery or performance schedule;

- d) Has a satisfactory record of integrity, judgment, and performance; and
- e) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State 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 State's best interest.

3.6 Withdrawal 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.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. The selected Proposer shall be required to assume responsibility for all services offered in his proposal. The State shall consider the prime contractor to be the

sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior 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, shall also be required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract.

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

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

3.8 Ownership of Proposal

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.

3.9 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of

submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right 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.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of Contract Review. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, 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 the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal. 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.

As a result of this RFP, DCFS will award either one or two contracts to the successful Proposer(s) with the highest score(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 Contractor will be assigned to district offices in the southern part of the state, and one Contractor will be assigned to district offices in the northern part of the state. (See Attachment IX) However, if two are selected, either Contractor shall have the capabilities to handle the entire state in the event one Contractor is not able to perform. The proposer with the highest score will select the area of the state in which they want to do business.

The RFP and the proposal of selected Proposer 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.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment VII. 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 thirty (30) business days or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, 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 State Procurement, Division of Administration (DOA); the Secretary of Department of Children and Family Services (DCFS); Child Support Enforcement (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.

3.13 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. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

3.15 Non-Negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

3.16 Proposal Validity

All proposals shall be considered valid for acceptance until such time 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 acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

3.17 No Guarantee of Quantities

The State does not guarantee any quantity of testing needed. Information provided of testing quantities from previous years in Attachment IX is no guarantee of future demand.

3.18 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 under this contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 P.M. Central Standard Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

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

Darlene Simmons, CSE Consultant
Department of Children and Family Services
Child Support Enforcement, Contract Unit
P. O. Box 94065
Baton Rouge, LA 70802
Fax: 225-342-8822
Phone: 225-342-0032
Email: Darlene.Simmons.DCFS@la.gov

Proposals may be delivered by hand or courier service to:

Darlene Simmons, CSE Consultant
Department of Children and Family Services
Child Support Enforcement, Contract Unit
627 North 4th Street, Room 4-234
Baton Rouge, La 70802
Fax: 225-342-8822
Phone: 225-342-0032
Email: Darlene.Simmons.DCFS@la.gov

It shall solely be the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

4.2 Proposal Format

Each Proposer shall submit one (1) signed original response.

Each Proposer shall provide the following copies of their proposals:

Proposal Type	Hard-Copy (Paper) Document	CD
Technical Proposal	6	6
Cost Proposal	2	2

The required CDs shall be placed in the cover of the original copies of the related technical and cost proposals. The CDs should include the proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents. Cost schedules should also be provided in Microsoft Excel format, and project plans should be provided in Microsoft Project format.

Additionally, 1 paper copy and 1 electronic copy of the technical proposal should be submitted as a redacted version. This version should be redacted to address proposer confidential, proprietary, and trade secret information as addressed below in section 1.6 PROPOSER CONFIDENTIAL/PROPRIETARY INFORMATION AND TRADE SECRETS. All content that is redacted should be clearly identified in accompanying redaction notes.

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal. All pages of each proposal volume should be consecutively numbered from beginning to end.

The technical proposal should be boxed separately from the cost proposal and labeled with the inscription "Technical Proposal." Cost proposals should be similarly labeled with the inscription, "Cost Proposal."

The proposal should be complete so that an evaluation of the proposer's solution can be conducted solely based on proposal contents.

The proposal should address all specifications in each section of this RFP, following the format and content outlined in this 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 that, if accepted by the State, becomes part of the Contract, but such deviations must not have been in conflict with the basic nature of this proposal.

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.

Proposals submitted for consideration should follow the format and order of presentation described below:

4.3 Cover Letter

The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Proposer should indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

- 1) The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state.
- 2) The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
- 3) The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts.

The cover letter should also:

- a) Identify the submitting Proposer and provide their federal tax identification number;

- b) Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- c) Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- d) An unequivocal positive statement that the firm will supply all the services and products required in this RFP for the fixed price offered in the proposal.
- e) Assure the Department that the proposal submitted was developed without collusion with other proposers.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5.0, and 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 requested areas.

If the proposer fails to comply with any of the mandatory requirements, the Department shall consider the proposal to be unacceptable and reject it from further consideration.

Proposers should submit all required forms, checklists, and cost schedules with their proposal. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment IV of this RFP.

5.0 PROPOSAL CONTENT

Proposals submitted for consideration should follow the format and order of presentation described below. Proposers should address the requirements in Attachment I, Scope of Work/Services.

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

The Technical Proposal should include the following:

- A. Cover Letter**
- B. Table of Contents**
- C. Executive Summary**
- D. Proposer Qualifications, Background and Experience**
- E. Proposed Project Staff Experience**
- F. Proposed Approach and Methodology**

- G. Innovative Concepts
- H. Financial Proposal
- I. Other Information

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

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

5.1 Table of Contents

Organized in the order cited in the format contained herein.

5.2 Executive Summary

- a) This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.
- b) 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 specific language in **Attachment VII, (Sample 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.**

- c) 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 required services being requested by this RFP
- d) No evaluation points will be awarded for the executive summary and it should not exceed 10 pages in length.
- e) 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, how the difference will benefit the State of Louisiana.

5.3 Proposer Qualifications, Corporate Background and Experience

- a) The proposer should give a brief description of its 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.
- b) 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.
- c) 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.
- d) Proposer shall provide number of PCR genetic tests performed in the last three years. Proposer shall furnish current accreditations of the laboratory. If none, Proposer shall furnish a statement to that effect. The Proposer shall furnish assurances that proposer has the ability to establish paternity according to the requirements in Section 3.1 of this RFP.
- e) Proposer shall provide as customer references, 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, email addresses 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 III, Customer References.] The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.

- In addition to the Proposer's listing and description of Client references, Proposer must provide a copy of the DCFS Reference Response Request Form to each of the Client references identified. The form should be completed in its entirety by the Client reference responder and mailed, faxed, or e-mailed directly from the Client reference responder to the State Project Director by the proposal due date. It is the responsibility of the Proposer to ensure the Client references are aware of deadlines and provide timely responses. Reference Attachment V for the DCFS Reference Response Request Form.
- The proposer is responsible for verifying client reference information, including but not limited to phone numbers, email addresses and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the phone numbers, email addresses or places given in the proposals. Obsolete or inaccurate contact information could affect the score in this category.
- 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.
- The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.
- The Proposer should provide clear and convincing evidence of its ability to meet or exceed the mandatory qualifications described in Section 3.1

5.4. Proposed Project Staff Experience

- a) The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. Proposer should also include a statement of its ability to **commit key personnel for the full term of the contract and its plan for doing so.**
- b) 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 result in a zero score in this category.

- c) .Proposed staff should have proven experience in managing programs for Genetic Testing for a Child Support and Child Welfare program. This section of the proposal should identify its team for this contract. The Proposer should include roles and responsibilities for each person. The resumes and qualification summaries should include:
- 1) Education
 - 2) Training technical experience
 - 3) Functional experience
 - 4) Specific dates and names of employers
 - 5) Relevant and related experience
 - 6) Past and present projects with dates and responsibilities
 - 7) Applicable certifications
 - 8) Experience with and length of time employed by the Proposer
 - 9) Role and responsibilities of each person on this project and their planned level of effort
 - 10) Their anticipated duration of involvement
 - 11) Their on-site availability
 - 12) Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.
- d) Proposer(s) should also provide total number of staff and titles with job descriptions and indications as to which are permanent or temporary, and which are full time or part time.
- e) If subcontractor personnel will be used, the Proposer should clearly identify these persons

5.5. Proposed Approach and Methodology

This section shall describe the approach and methodology used by the proposer and describe the proposer's approach to each of the tasks and deliverables described in **Attachment I, Scope of Work/Services of this RFP.**

- Proposer shall define their approach for Contingency/Disaster Recovery, Project Management and Quality Assurance.
- The Proposer shall 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.

- The Proposal should include a logical, clear, and detailed statement of methodology for each contractual requirement. Mere assertion or affirmation that a requirement will be met will not be considered an acceptable response.
- Proposer should describe their understanding of the nature of the project and how their proposal will best meet the needs of the State.
- Proposer shall define the functional approach in providing the services required in this RFP by identifying the tasks necessary to meet all requirements.
- Proposer should describe their escalation procedures to be followed by the Proposer to resolve project problems, issues, and/or changes during the project.
- Proposer should describe their methodology for and reporting statistics used in billing the State for the services provided.
- Proposer should describe their strategy for insuring confidentiality and security requirements are enforced.
- The Proposer should provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- The Proposer should indicate with its proposal, how they maintain records and samples from the time the specimens are taken, transported, delivered and analyzed by the laboratory.
- The Proposer should submit an implementation plan with implementation dates for all project requirements.
 - 1) The Proposer's implementation plan should include all tasks necessary to prepare for, transition, and provide all services required pursuant to this RFP.
 - 2) The Plan should include schedule of tasks and deliverables and time frames associated with the completion of each task or deliverable necessary to implement the solution. If known, state the name of the person who will be responsible for completing each task. Otherwise include the positions that will be responsible for each task.
 - 3) Plan for securing office space and office equipment if applicable. The Proposer should describe in detail all equipment, software, telephone equipment, and systems, telephone and data lines, and so forth that the Contractor will use, and the specifics of how the equipment and specifics on how the equipment and software will be used.

- 4) The Proposer should describe the plan and timetable for hiring staff if applicable.
- 5) The Proposer should describe the Plan and timetable for training Proposer's personnel.

5.6 Innovative Concepts

The proposer should present innovative concepts, if any, not discussed above for consideration.

The detailed statement of needs and requirements for Proposers 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.

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

5.8 Hudson and Veterans

Not required for this RFP.

5.9 Cost Information (Value of 40 points)

The Proposer shall provide firm fixed all-inclusive prices for a complete PCR draw, for a partial PCR draw and when DCFS performs the draw. The Proposer should use Attachment II, Price Schedule to provide prices. The firm fixed price shall include labor, travel, overhead, and all other costs direct or indirect, related to the service, and shall remain firm for the entire contract term including any renewals.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team and Scoring

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer(s) with whom the State shall 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 Proposers to make this determination.

Written recommendation for award shall be made to the Director of Office of State Procurement for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the State of Louisiana, taking into consideration price and the other evaluation factors set forth in the RFP.

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions

NOT REQUIRED FOR THIS RFP

6.5 Evaluation and Review

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Points
Proposed Approach and Methodology	20
Corporate Background and Experience/Proposer Qualifications	25
Proposed Project Staff Experience	10
Innovative Concepts	5
Cost	40
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Not required for this RFP.

6.5.2 Cost Evaluation (Value of 40 Points)

A sealed pricing model will be used for award evaluation. The actual evaluation model shall be sealed and shall be available to all proposers immediately after the proposal deadline date. No further information as to the content will be given out prior to proposal deadline date.

A zero dollar rate is not acceptable for any Cost Category. Each cost category must include an amount greater than zero.

The three cost categories on the Price Schedule will be weighted a point value.

Each cost category will be scored based on the cost proposed for that category. The lowest cost for each category will be awarded the highest point value for the category. The other proposals will be scored proportionate to the cost of the lowest proposed cost in the category as follows:

Lowest proposer's cost divided (\div) by evaluated proposer's cost multiplied (\times) by category points equals ($=$) proposer's category score.

When all cost categories have been scored using the sealed pricing model, the scored points will be totaled and multiplied (\times) by 40 percent (40%) to equal ($=$) total financial proposal points (maximum of 40 points) being awarded.

Scores will be rounded to two (2) decimal places throughout this process.

6.6 Announcement of Contractor

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative

justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

6.7 Debriefing

The participating Proposers may schedule debriefings after the Intent to Award letter has been issued by contacting the DCFS. Contact may be made to:

Darlene Simmons
Department of Children and Family Services
Child Support Enforcement
Contract Unit
P. O. Box 94065
Baton Rouge, LA 70802
627 North 4th Street, Room 4-234
Fax: 225-342-8822
Phone: 225-342-0032
Email: Darlene.Simmons.DCFS@la.gov

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 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 R. S. 12:301-302 from the Secretary of State of Louisiana.

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.

7.2 Billing and Payment

- 1) DCFS shall pay Contractor(s) in accordance with the Pricing Schedule set forth in **Attachment II – Price Schedule**.
- 2) Billing and payment terms shall be negotiated with the successful Proposer(s).
- 3) Invoices shall be segregated by DCFS Program, Child Support Enforcement and Child Welfare.

- 4) The Contractor(s) should submit an itemized invoice or statement of services to each CSE District Office and Child Welfare Office within 10 (ten) working days following the end of each month. The offices will verify the accuracy of the invoice and, if correct, will authorize payment to be made.
- 5) 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.
- 6) 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 or Child Welfare 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.
 - viii. Type of Test

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State 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 the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State 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 the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, 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 DCFS.

8.0 Performance Requirements

When the contract requirements are not met, the Contractor shall be given sixty (60) calendar days after written notification to correct the problem. If the problem is corrected within the 60 calendar day correction action period there will be no penalty.

If the requirements are not met and the problem is not corrected within the 60 calendar day corrective action period, the Contractor shall receive a reduction of five percent (5%) of each month's invoice beginning with the first month of the correction action period. For example: If Contractor is notified of the problem in June and fails to correct the problem within the 60 day period, the Contractor would be penalized for the months of June and every month thereafter until the problem is resolved. The penalty is removed when the Contractor is in compliance.

If the Contractor fails to comply again for the same contract requirement, the five percent (5%) penalty shall be imposed again without the benefit of the sixty (60) calendar day corrective action period. The penalty shall be removed when the Contractor is in compliance.

Performance Measurement/Evaluation

Contractor performance will be evaluated based on the requirements described in Attachment I, Scope of Work/Services.

Deliverables

The State will review all deliverables and hardcopy products (i.e. reports, schedules, plans, and the like) to confirm that they satisfy the objectives and contract requirements defined between the State and the Contractor. Prior to the submission of deliverables, the Contractor will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria.

Resource Allocation

The State will monitor staffing levels and staff performance on a monthly basis. In the event that certain individuals continually fail to perform, the State reserves the right to request a reassignment or replacement of those individuals.

Status Meetings and Reporting Documents

The State will very closely examine all reporting mechanisms provided by the contractor to determine adherence to the contract. Monthly status reports and/or conference calls will be a forum to discuss all aspects of the Paternity Acknowledgment Reporting Program to explain details of the reports mentioned above.

ATTACHMENT I – SCOPE OF WORK/SERVICES

A. Overview

The Contractor(s) will perform genetic testing to establish paternity.

B. Tasks and Services

The Contractor(s) must meet and maintain at all times the minimum qualifications described in Section 3.1 of this RFP.

The Contractor(s) must be able to handle the volume of paternity testing needed for all DCFS referrals. (Refer to the charts on Attachment IX)

C. Deliverables

1. Corrective Action Plan

- a) The Contractor(s) shall provide established written procedures for corrective action whenever discrepancies and/or errors are detected and provide findings to the DCFS Managers or designee upon detection.

2. Contingency/Disaster Recovery

- a) The Contractor(s) shall develop and implement, as part of the Security Plan, 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. This is to minimize service disruption to DCFS customers. The plan shall identify risks as well as steps necessary to prevent it from happening in the first place. The plan shall include an alternate set of steps to minimize the impact should preventions fail. The plan must define the precise steps to be taken to recover as quickly as possible. The Contractor shall develop and implement procedures to test the plan on an annual basis, at a minimum.

3. Program Operations Recovery

- a) In the event of periodic or catastrophic failures that restrict or terminate program operations, the design of the Genetic Testing Program servicing the State requirements shall include sufficient redundancy to allow normal business operations to continue with minimal disruption and inconvenience.
- b) The written back up system /disaster emergency plan must include an explanation of what the Contractor shall do if the building is damaged by fire, wind, water, or any other act, and the Contractor is unable to conduct business.

The Contractor must have the ability to have the systems up and operating within 48 hours after such disaster or emergency.

- c) Strategy for insuring confidentiality and security requirement shall be enforced.

4. Turnover Plan

The Contractor shall 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:

- a) List of all job titles and responsibilities;
- b) 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;
- c) Plan shall include a statement as to how long they will retain all specimens in the original containers;
- d) Proper chain of custody must accompany the shipments;
- e) 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;
- f) 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.
 - a) All materials must be shipped in refrigerated boxes and in the original specimen containers.
 - b) Collections must be received by noon the day after the collection is mailed.
 - c) Collections must be kept cool at all times.
 - d) Samples shall 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.
 - e) The date of the last draw date must be at a minimum of 22 days prior to the end of the contract.

- g) Provide 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.

D. Functional Requirements

1. The Contractor(s) shall provide 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.
2. As part of the Chain of Custody Procedures, the contractor(s) shall ensure that:
 - a) 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.
 - b) Each adult person will be required to identify himself or herself by presenting government-issued photo identification. If the individual does not have the proper identification, Contractor's Identity Verification Form will be used. It allows two individuals to establish the identity of the party without proper identification – either the other party in the case or a Child Support Enforcement Section or Child Welfare staff member.
 - c) Each party will be further identified on the specimen collection form by photograph and thumb print. The contractor will photograph and thumbprint each person, and document the social security number and birth date of each tested individual. Each person and the phlebotomist will sign the Specimen Collection Form witnessing that the person's sample was collected.
 - d) All specimens collected for the day from that draw site will be put into a larger envelope or a box (depending on volume) and sealed. Additional chain of custody procedures will be followed upon receipt of the specimens at the laboratory, and chain of custody procedures will continue throughout the testing process.
 - e) 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;

- f) The laboratory has and provides secure areas for evidence storage that is controlled and limited;
 - g) Expert witness(es) and chain of custody personnel are available for court appearances, when necessary and at no extra charge;
 - h) Responses to written interrogatories, and/or appearances for telephonic or in person depositions, and/or consultations are provided at no extra charge.
 - i) The chain of custody for each case will be identified in the Paternity Test Affidavit. A Paternity Test Affidavit will be sent to DCFS with the laboratory report for every case.
 - j) The Paternity Test Affidavit will satisfy the requirements of Louisiana Revised Statutes Sections 9:397.2 and 9:397.3. The contractor shall submit a written report of the results of the initial testing, certified by a sworn affidavit by the expert who supervised the tests. The Chain of Custody Form and the written test results will be in compliance with **LA R.S. 9:397.3**. A notarized test report shall be required on each completed case.
3. 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 without prior approval of the DCFS Manager(s) or designee or a court order. The sample shall be retained for a minimum of three (3) years following the termination of the contract.
 4. Upon request, the Contractor(s) shall conduct two (2) genetic testing training seminars per year at a location selected by DCFS at no additional cost to both DCFS and contract DA Staff for Court or IV-D personnel concerned with DNA analysis in paternity establishment actions. The Contractor(s) shall keep the State abreast of all innovations and occurrences related to genetic testing as these become available and accepted as industry standard.
 5. The Contractor(s) shall have a direct contractual relationship with its collectors of genetic samples. They shall employ a sufficient number of trained and certified collectors of genetic samples to provide a minimum of one (1) collector per collection site on each scheduled day of testing.
 6. The Contractor(s) shall provide adequate written proof that proper training has been given to each collector and said collector has successfully passed a written test. At no time shall a collector of the Contractor(s) conduct a genetic testing procedure without a satisfactory test score. In approved areas of the state, DCFS staff collects buccal swab samples. DCFS staff must receive adequate training and have a satisfactory test score.

7. The Contractor(s) testing facility shall be under the direct supervision of a laboratory director who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by AABB standards. Such continuing education shall be required as essential to the Contractor's successful operation. Proof of participation shall be provided by the Contractor(s) upon request.
8. The Contractor(s) shall ensure that all results are interpreted by individuals who are qualified to perform genetic analysis. It shall be the responsibility of the Contractor(s) to ascertain and maintain the competency of its technical staff.
9. 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:
 - a) 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 DCFS Manager(s).
 - b) 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 Public Information Director of the Department of Children and Family Services, in accordance with DCFS procedures; and
 - c) 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 DCFS Manager(s) will be notified of the potential conflict prior to testing or upon first knowledge.
10. The Contractor(s) shall provide the following:
 - a) Contractor(s) shall provide the collection of samples by blood draws or buccal swabs.

- b) Insure that each buccal swab sample collection shall contain enough sample material so that it may be retested if ordered by the court.
- c) Assure that the phlebotomist/collector arrives at the draw sites 15 minutes before the first scheduled case.
- d) Assure a replacement phlebotomist/collector shall arrive within one (1) hour of the originally scheduled start time in the event Contractor(s) phlebotomist/collector fails to appear at a collection site.
- e) Arrange for the shipment of samples at no extra costs.
- f) Ensure that phlebotomist/collector are instructed to be particularly compassionate when working with infants and small children and courteous to all tested persons.
- g) The contractor(s) shall assume full responsibility for 'buccal swab collectors'. These collectors may be used instead of phlebotomists, however, if blood or other tissue is collected, than a phlebotomist shall be required.
- h) Provide services on Interstate and Intrastate cases by cooperating with other state IV-D agencies and other laboratories.
- i) At regular in-state collections DCFS will select the date and schedule cases for the collection of genetic samples. The contractor(s) shall provide the dates for sample collections that shall be within six weeks of the date of referral on UIFSA's, jail draws, etc., unless a different or specific date is requested.
- j) After the genetic samples have been obtained, the contractor(s) shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the samples will arrive at the contractor's laboratory the morning after the samples are obtained. For draws in parishes that are serviced in the contractor's local service area, the specimens will be hand carried by that phlebotomist to the contractor's headquarters. The samples will be in the contractor's headquarters by the close of business on the same day of the collection.
- k) The Contractor(s) shall provide any and all equipment needed to make sure the genetic specimens of all persons are properly identified. Contractor(s) shall provide all supplies necessary for the collection, preservation, preparation and shipment of the genetic specimens in a manner that will preclude contamination, tampering or substitution of specimens, including sample collection kits, forms and return express mailers. Any redraws will be provided at no extra charge.

- l) Contractor(s) shall provide at no additional cost to the State, the responsibility for arranging for removal and disposal of medical waste left at the collection site. Contractor(s) shall ship all samples collected throughout any given day to the contracted lab on the same day as the sample was collected.
- m) Contractor(s) shall repeat tests without charge to the referring agency. A procedure shall be considered a repeat test if the sample is damaged during testing, shipping, or processing, necessitating a new sample for testing.

11. The Contractor(s) must agree to the following special conditions:

- a) Report any draw site loss or problem to DCFS Managers the day of the loss or problem, and if the draw site must be changed, secure an alternate site agreeable to the DCFS Managers within forty-eight (48) hours, unless an extension has been granted by the DCFS Managers or CSE State Office.
- b) Report any incident concerning genetic testing procedures which may be construed as unusual or controversial to the DCFS Managers.
- c) Report to DCFS Managers any contract compliance problem immediately as identified within the company so that the DCFS Managers will be informed and available to assist in corrective action to remedy the problem.
- d) Genetic test results shall be submitted to the DCFS Manager within 15 calendar days from date of collection. DCFS will not pay for any cases in which test results are received more than 15 calendar days after the specimen collection unless there is a request for extension to the local Program Manager or designee. Requests will be considered as approved if there is no contestation by the DCFS Manager within five (5) working days following the extension request.
- e) The Contractor(s) shall not charge the State for a collection fee or no-show fee in the event a person does not show up at the scheduled time and place for the specimen collection. The Contractor(s) shall assume all costs in the event a recollection of specimens is necessary due to error of the Contractor(s) or the State.

12. The DCFS Managers 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 calendar day period. In order for payment to be made on partials, the request for payment should be submitted 45 calendar days after the partials are collected. A listing of all partials for which the Contractor is seeking payment shall be included with the invoice.

13. The Contractor must have the ability to customize the status reports to fit the needs of DCFS. Status reports shall be filed monthly with the DCFS Managers.

14. The contractor must maintain the confidentiality and privacy of DCFS cases at all times.

15. If subcontractors are used, contractor shall explain what roles they will play and when will they be used. Refer to section 3.7 for Use of Subcontractors.

16. The Contractor(s) shall commence testing immediately upon the receipt of the genetic samples unless testing is impossible due to contamination, outdated samples, or samples are otherwise compromised.

17. Electronic Data Transfer Process

- a) DCFS/CSE currently has an online genetic test tracking process that allows for scheduling of appointments, generates appointment notices to clients, initiates outbound calling, tracks results of testing and invoice information. The contractor(s) must have the capability to electronically accept and/or transfer file data for purposes of updating the LASES System with genetic test information. The contractor(s) shall participate in the planning, designing, building, and testing phases as requested by DCFS at no charge to the State.

18. Website

- a. Contractor(s) must maintain a functioning, user-friendly website at no additional cost. Information on the website must be downloadable and printable. Website must meet secure industry standards and be password protected. Contractor(s) shall provide training and written instructions, including screen prints, on how to access their website services. CSE, Child Welfare or contract District Attorneys shall have view access to appointment scheduling, test results and billing information. Additionally, a hard copy of the test results, as described in section D.2, must always be provided.
- b. Website must provide the following functionality:
 - 1) Test results and analysis for each person, in a format acceptable to DCFS, which shall include:
 - i. Case number
 - ii. Name of person tested
 - iii. Date specimen collected
 - iv. Race

- v. Relationship to party
 - vi. Final results and analysis
- 2) The Contractor shall provide online appointment scheduling (CW only). They shall provide the ability to choose the collection site, time, and date of the appointment, with immediate confirmation, via the Contractor's online appointment scheduling. Such capability shall be available by the Contractor upon the award of a contract.
 - 3) The case worker shall be allowed to review the status of the sample collection and also view a photograph of the person being tested. Test results and current status of all parties affiliated with a single case number shall be available for viewing and printing.
 - 4) Authorized DCFC staff shall have the option to print a fully completed genetic test report ensuring legibility, accuracy and convenience.
 - 5) The Contractor(s) shall provide online tracking of each specimen's progress from collection to testing, review, and report.

E. Technical Requirements

1. The genetic test report shall be rendered by the Contractor(s) when:
 - a) Unrounded combined paternity index (PI) equals or exceeds ten thousand (10,000) and the probability of paternity equals or exceeds ninety nine point nine percent (99.9%)
2. The genetic test shall consist of a minimum fifteen (15) probe PCR test.
3. In paternity cases involving the following factual situations Contractor must provide solutions to meet the acceptance rate of 99.9%:
 - a) motherless tests (only child and alleged father's samples collected) with or without mutations
 - b) a paternity trio with a single non-match between alleged father and child (mutation)
 - c) incest
 - d) all cases that identify more than one mutation during testing
 - e) additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, or uncle), or

- f) when the use of PCR testing does not achieve an un-rounded combined paternity index (PI) equal to or greater than 50,000
- 4. The Contractor's written report shall be notarized and provided to the State's requesting DCFS office within fifteen (15) working days of obtaining all genetic specimens in a case. The report shall include the following:
 - a) the date(s) of collection of the samples and the date(s) of the test;
 - b) the civil action number assigned to the case by the court;
 - c) the names and relationships of each person tested to the child;
 - d) the designation of racial origin of each person tested, for calculation purposes;
 - e) the phenotypes established for each person in each of the fifteen (15) genetic systems examined;
 - f) the signature of the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
 - g) a statement of whether or not the alleged father can be excluded
 - h) verification of the chain of custody of the specimen to ensure admissibility at trial.
 - i) If the test results are inconclusive or contradictory, the Contractor(s) shall not issue a report. Rather, they shall notify the State of the circumstances which require additional testing. Such testing shall be conducted by the Contractor(s), as may be appropriate, at no additional cost to the State.

F. Project Requirements

- 1) 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) Must establish sites for the collection of genetic samples after consulting with the DCFS Managers on the best possible locations and hire employees as needed.
- 3) It is the preference of the State that the Contractor(s) be located in the United States.
- 4) The Contractor(s) must establish sites for the collection of genetic samples after consulting with the DCFS Managers on the best possible location within the United States and best possible collection days and provide phlebotomy services, at no additional charge. Contractor shall establish draw sites in each parish to collect the genetic samples, except in those situations in which the DCFS Managers determines that a single site shall be used for more than one parish. Whenever it is feasible, the collection of genetic samples shall be conducted in offices belonging to DCFS and or the parish's District Attorney.

- 5) The Contractor(s) must be able to collect genetic samples from incarcerated individuals at any facility in Louisiana and individuals admitted to any medical facility in Louisiana.
- 6) Contractor(s) must work with the DCFS Managers to determine the best days of the week for sample collections for genetic testing.
- 7) Must have means of identifying each tested person from whom a sample is obtained, i.e., color coding to identify CP, NCP and child.
- 8) Must provide camera, film, photograph, and other means of identifying each person.
- 9) Contractor(s) shall maintain comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required.
- 10) The Contractor(s) shall designate a Project Manager to work with the DCFS Managers or his/her designee on contract issues or problems regarding service deliverables.
- 11) Pre-Authorized Testing:
 - a) The contractor will coordinate with the DCFS Managers or designees on local office procedures.
 - b) The contractor must understand that all tests must be pre-authorized by DCFS Managers or designees via a valid referral.
 - c) Only those persons referred to the contractor shall be collected and tested.
 - d) Decisions for genetic test authorizations, number of tests to be scheduled and coordination for draw sites are the responsibility of the DCFS Managers, or designees.
- On out of state cases, the contractor will be notified by facsimile of the referral when the Child Support Enforcement Section sends a UIFSA.
 - a) The form identifies the case, the parties, and the city and state where the party whose genetic sample is needed is located.
 - b) The contractor(s) will make an appointment for specimen collection.
 - c) The contractor(s) will indicate the time, date, and location of the appointment on the UIFSA form and will return the form to the Child Support Enforcement Section by facsimile.
 - d) Contractor(s) will also prepare the specimen collection form and forward it and the specimen collection kit to the draw site.
 - e) The specimen collection kit includes a Chain of Custody Form, Polaroid camera, thumb print pad, integrity seal, and an overnight courier pack for shipping back to the contractor.

G. Implementation Plan

Upon award, the Contractor and DCFS will finalize the implementation plan that was submitted with the proposal.

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.

H. Confidentiality – Information and Telecommunications Systems Security

The Contractor shall comply with all requirements in this section.

1. The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The Contractor shall maintain a listing of those employees with authorized access. When designing system security, Contractor shall address factors including, but not limited to:
 - a) Information systems - Ensure that all information handled by computer systems shall be protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.
 - b) Telecommunications systems - Provision of telecommunications security shall be sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
 - c) Software applications and databases - Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction shall be accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and or automatic timeout values. The Contractor shall use expiration dating as a method of password security maintenance.
 - d) System testing - System testing shall be performed on a regular basis to monitor adherence to, and compliance with, stated security measures.
 - e) Audits - Contractor shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both Contractor-provided systems and Contractor's use of State-provided data under this contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of Contractor's ability to monitor, collect, store, and control access to usage data.
 - f) Proper Notification - Contractor shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data

centers where the work is performed, or any related telecommunications and information systems that support each task. The Contractor shall adhere to applicable agency IT Incidence Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security FedCIRC if necessary. Such reports shall be made to the State as soon as possible and in no event more than twenty-four (24) hours after discovery of the incident. In rare instances, the Contractor may receive calls that threaten the well being of the State and/or other personnel or property. The Contractor shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency(ies).

2. **Facility Security** - Contractor shall provide a physically secure facility for people, equipment, and documentation. All security requirements shall apply to the Contractor facility, alternative facility, or any subcontractor facilities. When designing physical security measures, Contractor shall address factors including, but not limited to:
 - a) Controlled access - All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.
 - b) In general, facility access shall be limited to:
 - 1) Contractor personnel performing work under contract; authorized State personnel;
 - 2) maintenance personnel or suppliers performing upkeep or repair of facilities or equipment;
 - 3) customer personnel visiting the site on official business;
 - 4) personnel as approved jointly by Contractor and the State.
3. Contractor must obtain State written approval prior to granting either current or potential customers access to areas where State work is performed.
4. Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by Contractor and made available to the State upon request.
5. Data and telecommunications center - The primary data and telecommunications center shall be secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians.

6. Confidential information - Subsequent to the implementation of a new agency/program, the State will provide Contractor with a listing of items it deems proprietary and confidential in nature. Examples of such data shall include, but shall not be limited to, customer names, addresses, and social security numbers. Contractor shall implement appropriate security measures to ensure such data is safeguarded in a manner consistent with those employed by the State. Examples of data security shall include locked file storage, confidentiality stamping, restricted system access, data encryption, restricted print options, and disposal by shredding.
7. Contractor must maintain confidentiality and privacy at all times, in accordance with state and federal regulations and DCFS policies. Breaches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contractor employee who breaches confidentiality requirements may be terminated.
Contractor breach of confidentiality with regard to data or information to which it has may be cause for contract termination.

Confidentiality regarding disclosure of information is essential. The Contractor must adhere to all DCFS program policy regarding the specific types of information that may be released

I. Monitoring Plan

To control and implement the requirements of this project, the Department will use DCFS personnel to monitor and oversee the Contractor. The State personnel assigned to this project will be responsible for dealing with the Contractor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. DCFS will assign one Project Director for Child Support Enforcement and one for Child Welfare and provide this information to the contractor(s) during contract negotiation.

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

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

ATTACHMENT II**PRICE SCHEDULE****Genetic Testing RFP**

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.**Price Schedule Worksheet**

Unit Cost	Cost Category
\$	Complete PCR Draw
\$	Partial PCR Draw
\$	DCFS performs the draw

Signed:

Title:

Date of Execution

Attachment III – Customer References

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description of I.T. environment _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description of I.T. environment _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description of I.T. environment _____

ATTACHMENT IV: 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 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 calendar* days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Attachment V – Reference Questionnaire

The following questionnaire is to be completed by Proposer. Proposer may complete their name and forward to reference responder with instructions to complete and deliver directly to the State Project Director by the proposal due date.

Reference Response Questionnaire Due Date is _____

You have been requested to serve as a reference for an upcoming project by:

Proposer's Name: _____

Please complete the following questions and mail, fax or e-mail directly to:

Darlene Simmons, CSE Consultant
Department of Children and Family Services
Child Support Enforcement, Contract Unit
P. O. Box 94065
Baton Rouge, LA 70802
Fax: 225-342-8822
Phone: 225-342-0032
Email: Darlene.Simmons.DCFS@la.gov

If you have questions concerning this questionnaire. Contact Ms. Simmons at: Phone: 225-342-0032.

Reference Organization Name: _____

Person Responding To This Request for Reference Information:

Signature: _____

Name and Title: _____

Telephone: _____

Email: _____

Date Reference Form Completed: _____

Type of Products/Services/Work provided by Proposer: _____

When were Products/Services/Work provided and approximate dollar values? _____

Note: Complete the questions on following pages for the products or services or work described above.

Reference Satisfaction Factors

Scoring System: 0=Not Applicable, 1=Very Dissatisfied, 2=Dissatisfied, 3=Satisfied, 4=Very Satisfied

Score	Factor:
	A. The Proposer's Project Management Staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	B. The Proposer's Project line-level program subject matter expert staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	C. The Proposer's Project line-level technical staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	D. The Proposer lived up to the expectations, commitments and representations made during the procurement process. Comments:
	E. The Proposer demonstrated the ability to promptly negotiate an equitable contract within the terms and conditions that were important to us and was acceptable. Comments:
	F. The Proposer adhered to the terms of the contract and scope of work without undeserved complaint or unnecessary pressure. Comments:

	G. The Proposer was responsive and solution-oriented when there were issues or problems with the contract, timeline, scope or deliverables. Comments:
	H. The Proposer adhered to a sound project management methodology, using a comprehensive set of tools, processes and templates. Comments:
	I. The Proposer utilized an appropriate mix of needed staff onsite and offsite and invested an appropriate number of staff-hours to meet the demands and requirements of the project. Proposer brought in additional staff or needed expertise when needed. Comments:
	J. The Proposer was willing to sacrifice, accommodate and not “knit-pick” when conditions seemed warranted and “go-the-extra-mile” when necessary. Comments:
	K. The Proposer created a work environment that was collaborative, constructive and cooperative as opposed to adversarial, uncomfortable and confrontational. Comments:
	L. The Proposer was able to deliver a stable, reliable product/service that we use and value. Comments:
	M. In retrospect the Proposer is one that we are glad we worked with. Comments:
	N. In the future the Proposer is one that we would like to work with again. Comments:

	O. What other advice or general observations would you like to pass along to Louisiana as we evaluate this Proposer?
--	--

Please provide the following:

Original (proposed) price from this vendor	\$ _____
Actual delivered price	\$ _____
Original (proposed) date of completion	_____
Actual date of completion	_____

If there were changes to the price or schedule, what was the cause of change?

How was user satisfaction measured?

How satisfied are the users?

Feel free to attach any documentation (e.g. commendation correspondence, warning correspondence, sample work product, lessons learned, QA or audit findings, etc.) that may provide additional insight into Proposer's performance.

Attachment VI – State and Local Presence

OFFICES IN LOUISIANA:

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

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

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

ATTACHMENT VII: SAMPLE DRAFT CONTRACT

CFMS#
OCR#

DSS-CF-1
Rev. 02/2011

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

FOR
 ___ Personal ___ Professional ___ Consulting ___ Social Services ___ Interagency

1) Provider/	5) Fed. Employee Tax ID or SS #:
2) Address	6) Parish(es) Served:
3) City: State: LA Zip:	(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, 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.

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):

*** Contract Extensions** – *This subsection applies to contracts with less than a three year term.*

If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.

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 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. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment which shall become a part of this contract.

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 expenses 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 and the 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 sub grantee 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.

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department’s RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this 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.

<div>Signature</div> <div>Date</div>	<div>STATE OF LOUISIANA</div> <div>DEPARTMENT OF CHILDREN AND FAMILY SERVICES</div> <div>Susan W. Sonnier, Secretary</div>
<div></div> <div>Type name of Contractor</div>	<div>Etta Harris, Undersecretary</div> <div>DCFS Agency</div>
<div></div> <div>(If corporation, type name and title of person signing contract)</div>	<div>Signature</div> <div>Date</div> <div>Name and title</div> <div>Division of Programs</div> <div>Office</div>

ATTACHMENT (?) : Subcontractor Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (*insert contract name and services for example: First Data contract with DCFS for Project Management services*) by any Federal department or agency.
2. Where the subcontractor is unable to certify to any of the statements in this certification, such sub-contractor shall attach an explanation to this proposal.

<div>Signature</div> <div>Name and Title</div>	<div>Date</div>
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Attachment VIII: BOARD RESOLUTION

BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS (IF PROPOSER IS A CORPORATION)

State of Louisiana

Parish of _____

On the _____ day of _____, 20_____, at a meeting of the Board of Directors of _____, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ (name and title) and his/her successors in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Children and Family Services, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of _____ held on the _____ day of _____, 20_____.

Secretary

Date

Attachment IX – Number of Paternity Test Completed**CHILD SUPPORT ENFORCEMENT**
Number of Paternity Test Completed

District Office	FY 2010-2011	FY 2011-2012	FY 2012-2013
Baton Rouge	314	292	227
New Orleans	863	500	281
Amite	290	361	234
Thibodaux	379	452	290
Ville Platte	162	169	332
Alexandria	173	321	208
Monroe	546	499	465
Shreveport	219	498	508
Lafayette	688	657	351
Tallulah	183	87	106
Lake Charles	123	115	66
Natchitoches	100	231	260
Test Completed	4040	4182	3328
Total Test Completed All Fiscal Years			11,550

CHILD WELFARE
Number of Paternity Test Completed

District Office	FY 2010-2011	FY 2011-2012	FY 2012-2013
Baton Rouge Region		32	20
Orleans Region		37	20
Covington Region		60	66
Thibodaux Region		15	14
Alexandria Region	23	98	137
Monroe Region	19	90	127
Shreveport Region	11	100	14
Lafayette Region	2	50	76
Lake Charles Region		48	35
Test Completed	55	530	509
Total Test Completed All Fiscal Years			1094

Attachment X – 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, Thibodaux 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 the Baptist, 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.

