



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

GSD/PD 003-C (Rev. 01/09)

Awarded Vendor
0000082100
DNA Diagnostics Center
One DDC Way
Fairfield, Ohio 45014

Telephone No. (513) 881-7800

**Price Agreement
Award**

Price Agreement Number: 90-630-00-12868


Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Per Agency

Ship To:
New Mexico Human Services Department
2542 Cerrillos Road, Suite A
Santa Fe, New Mexico 87505

Invoice:
Same as above

Procurement Specialist: Mike Riggs 

Telephone No.: (505) 827-0564

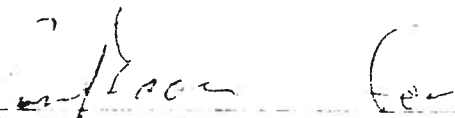
**For questions regarding this contract please contact:
Ben Naranjo (505) 827-9402**

Commodity: **Genetic Testing**

Term: **June 10, 2009 thru June 9, 2010**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 06/09/09

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM



State of New Mexico General Services Department Purchasing Division

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information, order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev., 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

IMPLEMENTATION GUIDANCE

EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

“New Mexico Employees Health Coverage”

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or,

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

**State of New Mexico
General Services Department
Purchasing Division**

**Department
Price Agreement**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein.

The terms and conditions of this price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be listed under **ARTICLE IX – Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II – TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination OF THE Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration of contract are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize **Form SPD-001A** or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

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 PURCHASING DIVISION
 PRICE AGREEMENT #: 90-630-00-12868

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Specifications

A. Information: Effective Date: July 1, 2009

1. Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

2. Escalation/Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

3. Agency Resources:

In preparing bids, Contractor may assume that the agency will provide the following resources:

The Child Support Enforcement Division (CSED) regional office will assist the Contractor in scheduling for genetic testing. The Contractor and CSED regional staff will prearrange the collection site network. Laboratories will provide specimen collection services to institutional settings. Collection sites will be convenient, properly staffed, stocked with supplies and paperwork. Documentation of capability required.

Human Services Department (HSD) support does not relieve the Contractor of the responsibility for quality assurance testing and adherence to HSD-defined standards.

HSD contract manager is primary point of contact for all technical related items. This person will coordinate with HSD staff to provide the following support to the Contractor.

4. Invoicing and Payment:

The Contractor shall submit a monthly invoice for validation to each CSFD Regional Office that received services within that month. The original invoice will be addressed and signed and include a calculation of the payment due. A backup sheet detailing dates, times, and services performed must be attached. Contractor shall bill for each Buccal swab draw per person that occurs within each calendar month rather than waiting to bill until all draws have been completed on a particular CSED case. The original invoices shall also include a separate itemization of all applicable gross receipts taxes paid by the Contractor. The total of the applicable gross receipts taxes shall be included in the calculation of the payment due

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The carryover of any unspent funds between fiscal years is not permitted. Monthly invoices submitted by the Contractor to the Department must be received by the Department no later than fifteen (15) days after the end of each month, with the exception of the month ending June 30th for which invoices must be received no later than ten (10) calendar days after the end of that month. Failure to adhere to this requirement may result in a reduction of available funds and non-payment of invoices.

5. Performance:

In performance of this Price Agreement, the Contractor agrees to comply with and assume responsibility for compliance by their employees with the following requirements:

- a. All work will be done under the supervision of the Contractor or the Contractor's employees.
- b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Price Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Price Agreement. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- d. The Contractor certifies that the data processed during the performance of this Price Agreement will be completely purged from all data storage components of their computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the HSD and other State agencies or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the HSD and other State agencies or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- f. All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
- g. No work involving federal tax information furnished under this Price Agreement will be subcontracted without prior written approval of the IRS.
- h. The Contractor will maintain a list of employees authorized access. Such list will be provided to the HSD and other State agencies and, upon request, to the IRS reviewing office.

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- i. The HSD and other State agencies will have the right to void the Price Agreement if the Contractor fails to provide the safeguards described above.
- j. (Include any additional safeguards that may be appropriate.)
- k. Offeror is to assume that on-site work will be performed at an offeror-proposed and agency-approved site in the CSED Regional Offices. Contractor management staff will be expected to attend management meetings with State staff at State offices on request of the program manager.

6. Criminal/Civil Sanctions:

- a. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- b. Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Price Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Price Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213a and 7431
- c. Additionally, it is incumbent upon the Contractor to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of their employment or official position, has possession of or access to HSD and other State agencies records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or HSD and other State agencies not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000)

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7. Inspection:

The IRS and HSD and other State agencies shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Price Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Price Agreement safeguards.

B. Mandatory Specifications

1. Specimen Scheduling, Collection and Confirmation:

- a. Case scheduling is accomplished with "one call" to the vendor. Documentation of capability required.
- b. The vendor and regional office staff will prearrange the collection site network. Laboratories will provide specimen collection services to institutional settings. Collection sites will be convenient, properly staffed, stocked with supplies and paperwork. Documentation of capability required.
- c. Unsuccessful collections (missed appointments or protocol exceptions) will be reported to the regional office staff within twenty-four (24) hours. Documentation of capability required.
- d. The laboratories will perform laboratory paternity tests for no charge if a specimen collection is unsuccessful for reasons directly related to vendor services (redraw required).
- e. The vendor will verify all personal identifying information (i.e., date of birth, social security number) on the individual submitting a specimen sample by means of a government issued photo identification card for all individuals over the age of eighteen (18). If the personal identifying information on the individual submitting the specimen does not precisely match the information provided by HSD, the vendor must immediately contact (via telephone) HSD to verify the personal identifying information. If HSD determines that the specimen is to be collected, the vendor must notify HSD in writing of the corrected personal identifying information provided by the individual submitting the sample and provide a copy of the government issued photo identification card provided by the individual.

2. Specimen Collection Protocol:

- a. Laboratories will utilize collection protocol to minimize inconvenience, physical discomfort, and maximize safety to all involved in collection. Documentation of capability required.
- b. Specimen collection technique will minimize sample degradation, contamination, and volume insufficiencies to avoid redraw. Documentation of capability required.
- c. Laboratories will inform the regional office staff of all nonviable specimens (specimens not conforming to testing requirements) within forty-eight (48) hours of arrival at the laboratory.
- d. Recollection rate will be no greater than 1 specimen per 1,000 (original case trio). Documentation of capability required.

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3. Specimen Testing Technology:

- a. The laboratories will have the capability to test various types of specimens including tissues from deceased individuals. Documentation of capability required.
- b. The laboratories will provide either a probability of 99.5% or greater or at least three (3) DNA results inconsistent with paternity.
- c. The laboratories will maintain specimens for purposes of additional parentage testing for seven (7) years.

4. Paternity Test Reporting and Interpretation:

- a. Laboratory test results will be interpreted by two (2) qualified technical staff members and certified by a qualified, experienced expert holding a Ph.D. degree. Documentation of capability required.
- b. Laboratories will make available Ph.D. level technical staff for on-site expert testimony with a minimum of forty-eight (48) hour advance notice.
- c. Laboratory test results will be presented in a format that is scientifically meaningful and useful to non-technical readers. Laboratory Ph.D. staff will be available as necessary to help the regional office staff with test interpretation. Documentation of capability required.
- d. The laboratories will have capability for the regional office staff to access case status and test results via electronic data interface (EDI). Vendor and regional office staff will agree to a specific EDI interface and project plan. Documentation of capability required.
- e. The laboratories will make available Ph.D. level staff to conduct on-site paternity testing technical training for the regional office staff. Documentation of capability required.

5. Paternity Testing Customer Service:

- a. The laboratories will provide a multi-tiered customer service staff to ensure cost-effective service delivery.
- b. The laboratories will provide dedicated customer service staff to notify test on tests or cases potentially subject to delay due to technical issues.
- c. The Laboratories will assign a capable and experienced Client Service Associate (CSA) to monitor all elements of the service Price Agreement.
- d. The laboratories will assign a capable and authorized field-based Sales Specialist to be available to meet with the regional office staff to evaluate Price Agreement performance and discuss opportunities to improve service cost-effectiveness.

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6. Vendor Laboratory Credentials:

- a. The laboratories will have a viable disaster relief plan to insure continuous testing and service levels and records security. Documentation of capability required.
- b. The laboratories will have an Internal QC system and will maintain records "blind case" QC tests for two (2) years or more. Documentation of paperwork system required.

7. Paternity Testing Vendor Impact on Child Support Cost/Effectiveness

The laboratories will provide two (2) references from current clients,

- a. References will support laboratory's capabilities including:
 - (1) Re-collection rate - 1 case per 1,000 (original case trio);
 - (2) CRC – "Case Resolution Cycle"- evidence of the laboratory's scheduling, testing and reporting performance compared to the reference's experience with standard laboratories;
 - (3) False inclusion and exclusion – reference's experience with test accuracy and laboratory response to inquiries;
 - (4) Cost avoidance - reference's experience with the laboratory's impact on economical and/or time saving case administration compared to standard laboratories.

001	Buccal Swab Draw, per person	\$28.00
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1 Item Total