



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: GENETIC PATERNITY TESTING SERVICES, HUMAN & FORENSIC CASEWORK DNA ANALYSIS, AND ACCESSIONING SERVICES FOR HUMAN DNA BUCCAL COLLECTION KITS FOR THE STATE OF OHIO

CONTRACT NUMBER: CSP901210

EFFECTIVE DATES: 7/1/09 TO 6/30/12

* Renewal through 7/31/16

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901210 that opened on 6/3/09. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the the Ohio Attorney General's Bureau of Criminal Identification and Investigation Bureau of Identification and Criminal Investigation (Ohio BCI), and the Ohio Department of Job & Family Services (ODJFS), as applicable. as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Ross Leider, CPPB
ross.leider@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

*Indicates revision to Contract expiration date.

Angie R. Miller, Contracts Manager
DNA Identification Testing Division
1440 York Court Extension
Burlington, NC 27215
millera@labcorp.com

GENETIC PATERNITY TESTING SERVICES, HUMAN & FORENSIC CASEWORK DNA ANALYSIS, AND ACCESSIONING SERVICES FOR HUMAN DNA BUCCAL COLLECTION KITS FOR THE STATE OF OHIO:

DEFINITIONS.

1. AGENCY(S). The Ohio Attorney General's Bureau of Criminal Identification and Investigation (Ohio BCI) and the Department of Job and Family Services (ODJFS).
2. BUSINESS DAYS. All days except Saturdays, Sundays and holidays. All references to "day(s)" are to calendar days unless "business day" is specified.
3. CALENDAR YEAR. January 1 through December 31 of the respective year.
4. CODIS. Combined DNA Index System.
5. CONTRACTOR'S PROPOSAL. The final Proposal, including any addenda and negotiated changes as described in Part Four of the RFP, submitted by Contractor in response to the RFP and accepted by the State via the Contract award, and which is an integral part of this Contract.
6. CSEA. County Child Support Enforcement Agency.
7. DNA. Deoxyribonucleic Acid.
8. mtDNA. mitochondrial DNA.
9. NDIS. National DNA Index System.
10. RFP. That certain Request for Proposal, issued by the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Agency, including any addenda, which by its terms is an integral part of this Contract.
11. RFU. Relative Fluorescent Units.
12. STATE. Refers to the state of Ohio, through any of its departments, agencies, or representatives.
13. STATE OF OHIO FISCAL YEAR. The period from July 1 of a given calendar year through June 30 of the following calendar year.
14. SUBCONTRACTOR. Any service provider hired under contract with the Contractor to meet the requirements of this agreement.
15. Y-STR. Y chromosome short tandem repeats.

CERTIFICATIONS. The Contractor must maintain the following certifications throughout the initial term of the Contract as well as any renewal periods exercised subsequent to the initial term:

1. The American Society of Crime Laboratory Directors/Laboratory Accreditation Board and/or certified under ISO 17025; and adheres to the Quality Assurance Standards for Forensic DNA Testing Laboratories issued by the FBI Director.

AND

2. The American Association of Blood Banks (AABB), with at least five (5) years as an AABB accredited organization that tested a minimum of 75,000 individuals annually, for paternity testing services.

CONTRACT ADMINISTRATION.

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contractor's Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Offeror's Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
2. The Agencies and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. The Contractor shall provide the DAS Office of Procurement updated insurance, DMA, and EOD forms for the Contractor's organization on an annual basis, or as appropriate when changes go into effect. In addition, the Contractor shall submit, on an annual basis, its financial statements that have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America and audited in accordance with GAAP in the United States of America. The financial statements shall be submitted to the OPS within 30 days of the closing of the Contractor's fiscal year.
4. The Contractor shall provide the State OPS an annual utilization report, broken down by client agency and type of testing at the end of each fiscal year.
5. The term of this Contract shall be from July 1, 2009 through June 30, 2012.

Contractor transition work shall begin immediately upon the State's execution of a Contract. The State may solely renew this Contract at the discretion of the DAS OPS for a period of one (1) month. Any further renewals will be by mutual agreement between the Contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency(s).

Accessioning services (Project Three of this Contract) shall begin on September 1, 2009. All other Contract components shall commence on July 1, 2009.

CONTRACT SYNOPSIS. In summary, the Contractor is responsible for providing the following services:

1. Meet or exceed AABB accreditation requirements as a parentage testing laboratory; and the American Society of Crime Laboratory Directors/Laboratory Accreditation Board and/or certified under ISO 17025 by the Forensic Quality Services International Laboratory.
2. Perform procedures for obtaining samples from persons within the state of Ohio and from individuals outside of Ohio, but within Ohio's jurisdiction (interstate cases), as requested by the State.
3. Perform a battery of defined tests to determine paternity probability. "Samples" include, but are not necessarily limited to, blood and buccal cells. The selected Contractor shall be required to offer the CSEA its choice of sample collections for the paternity testing component of this Contract.
4. Prepare and provide the State, the Agencies, and/or the CSEA staff with periodic reports.
5. Provide the State, the Agencies and/or the CSEA staff with written and/or telephone consultation services.
6. Within 30 days from the start of the Contract, create and maintain a Web site for the paternity testing component of this Project. Each CSEA must be able to view test results and assess progress of their cases. The site shall require a user identification and password which the Contractor shall issue. The user shall be able to search results by name, social security number or Support Enforcement Tracking System (SETS) case number. Each CSEA shall only be able to view cases submitted by their county.
7. Deliver training to the State and/or CSEA staff as required.
8. Provide qualified, expert witness testimony (forensic and paternity).
9. Transfer genetic samples and conservatively use existing samples for additional testing.

10. Verify donor identity.
11. Account for and coordinate recollection procedures.
12. Provide paternity probability statistics with a minimum power of exclusion of 99 percent.
13. Retain test results for five (5) years.
14. Identify and advise the State of any test reversals.
15. Submit invoices, to the respective contracting Agency, as required by Project requirements, and include the Contract number (CSP901210 LDC002) on any documentation regarding the Contract and/or invoicing resulting from this RFP.

All Contractor invoices shall be submitted to the respective Agency as follows:

a. PROJECT ONE – PATERNITY COMPONENTS:

Ohio Department of Job and Family Services
Office of Child Support
50 W. Town St., 5th Floor, Suite 400
Columbus, OH 43215

b. PROJECTS TWO & THREE – FORENSIC COMPONENTS:

The Ohio Office of the Attorney General
Finance Section
30 E. Broad St, 15th Floor
Columbus, OH 43215

16. Provide implementation and transition services (upon contract award and contract termination and transition to subsequent contractors).

QUALIFICATION REQUIREMENTS – PROJECT ONE (PATERNITY)
1. Current accreditation by the American Association of Blood Banks (AABB). Proposals must provide copies of current accreditation certificate and certificates for a minimum of five years previously.
2. The Contractor agrees that no work for the state of Ohio with regard to this Contract shall be performed by offshore employees or sub-contractors and will ensure that all state data remains within the United States.
3. The Contractor is not excluded from contracting with the State by ORC Section 9.24 for an unresolved finding for recovery, the federal debarment list, or for unfair labor findings.

QUALIFICATION REQUIREMENTS – PROJECTS TWO & THREE (FORENSIC)

1. The Contractor shall maintain proficiency with the Bode Buccal DNA Collector and shall have less than 2% failure rate with new offender samples that have not been previously tested. No more than the 50% of the top half inch of the Bode Collector DNA sample can be used
2. The Contractor shall ensure all offender samples will be analyzed using ABI Identifiler STR Kit with confirmations for allelic anomalies using Identifiler or Profiler Plus or Cofiler.
3. The Contractor shall ensure that offender samples are to be analyzed on a 3130xl ABI Genetic analyzer.
4. The Contractor shall ensure that DNA samples are analyzed in batches organized at accessioning. The oldest batch must be worked first. All samples within the batch must be included in the final sample review report, including all failed samples and confirmation analysis for samples with in the batch. Multiple batches may be reported in one (1) data group.
5. The Contractor shall ensure that it identifies the offender samples using the unique identifier assigned to the sample at accessioning.
6. The Contractor shall ensure it has the following controls per batch of offender samples or casework samples:
 - a. Amplification Positive
Introduced at amplification.
Located within the sample plate.
Considered acceptable when produces the correct know allelic profile within reporting guidelines.
 - b. Amplification Negative
Introduced at the point of amplification
Located within the sample plate.
Considered acceptable when primer peaks are present but no allele peaks are present.
 - c. Extraction Negative
Introduced at the point of extraction
Located within the sample plate.
Considered acceptable when primer peaks are present but no allele peaks are present.
7. The Contractor shall provide passed .fsa files per batch within an electronic folder named the same as the accessioned batch. A second folder may contain passed and failed .fsa files.
8. The Contractor shall provide a final .ser file with only passed samples must be included electronically for review.
9. The Contractor provides offender DNA electropherograms (convicted offender sample analysis), which shall have the following characteristics:
 - a. Allele shape shall be devoid of split peaks, sharp and not bell shape.
 - b. Spikes and extraneous peaks cannot interfere with offender interpretation and be more than 50% of the allele peak height if within the locus range the spike is located.
 - c. The internal lane size standard for shall be present for each sample.
 - d. Stutter filter must be according to manufacturer's guidelines.
 - e. Minimum peak height ratio is 50%.
 - f. Minimum peak height for a heterozygous pair shall be 75 RFU.
 - g. Minimum peak height for homozygous allele shall be 150 RFU.
 - h. Off-ladder alleles that are not on the virtual ladder shall be injected two (2) times.
 - i. Excessive background noise due to a poor spectral shall not be accepted.
 - j. No composite profiles shall be accepted.
10. The Contractor shall report final offender data or forensic case reports to Ohio BCI within 60 days of receipt of the sample from accessioning.
11. The Contractor shall barcode the samples, and assign the unique identifying number to the sample. The unique number shall start with a letter to indicate the location the sample is accessioned followed by the year (2 digits) and the final 5 digits are sequential upon receipt of the sample. An example of an accessioned number would be D0900038.

12. The Contractor shall accession samples into batches of a maximum of 88 samples including four (4) Quality Control Samples provided by Ohio BCI as needed. Smaller batches may be grouped as dictated by the number of samples received to ensure the samples are sent for DNA analysis either with the Contractor or to Ohio BCI within ten (10) business days of receipt of the sample.

13. The Contractor shall ensure, throughout the term of the Contract (and subsequent renewal periods in the event contract renewal options are exercised) that it has in place the personnel, internal procedures, and other resources required to ensure successful accessioning performance.

The minimum requirement, for convicted offender samples, is 5,000 forensic tests per month with the capacity to increase to 7,000 per month within 120 days of notification by the State.

14. The Contractor shall ensure that samples are processed according to one (1) of the following guidelines dependent upon the final storage method selected by Ohio BCI.

a. The accessioning service for the Bode DNA Collector to an Archival Tray includes:

- 1) Verifying that the outer envelope has not been tampered.
- 2) Confirming that the information on the handle of the buccal DNA collector is consistent with the information on the personal information collection card (DNA Database collection card).
- 3) Entering the demographic information from the personal information card (DNA Database collection card) into an Access database.
- 4) Confirming that the personal information card is complete. The personal information card shall contain the offender's demographic information, thumbprint, and signatures. The Contractor shall immediately notify Ohio BCI&I of any incomplete or erroneous personal information cards or samples.
- 5) Barcoding the collector device and the personal information card.
- 6) Placing the collector device into a Bode Archival tray.
- 7) Placing the Archival Tray into the box once complete
- 8) Destroying the remaining Bode collector and its packaging.
- 9) Completing the accessioning service within ten (10) business days of receipt of sample. The Contractor shall maintain a daily log of all samples received.

b. The accessioning service for the Bode DNA Collector to an Archival Cassette includes:

- 1) Verifying that the outer envelope has not been tampered.
- 2) Confirming that the information on the handle of the collector kit is consistent with the information on the personal information collection card (DNA Database collection card).
- 3) Entering the demographic information from the personal information card (DNA Database collection card) into an Access database.
- 4) Confirming that the personal information card is complete. The personal information card shall contain the offender's demographic information, thumbprint, and signatures. The Contractor will notify Ohio BCI&I of any incomplete or erroneous personal information cards or samples.
- 5) Barcoding the cassette and the personal information card.
- 6) Removing the filter paper from the Bode collector and placing on the cassette using the adhesive sticker provided.
- 7) Separating the cassette from the information card and placing the cassette into the envelope and seal.
- 8) Destroying the remaining Bode collector and its packaging.
- 9) Completing the accessioning service within ten (10) business days of receipt of sample. The Contractor shall maintain a daily log of all samples received.

COST SUMMARY

TITLE: GENETIC PATERNITY TESTING SERVICES, HUMAN & FORENSIC CASEWORK DNA ANALYSIS, AND
 ACCESSIONING SERVICES FOR HUMAN DNA BUCCAL COLLECTION KITS FOR THE STATE OF OHIO

RFP NO.: CSP901210

INDEX NO.: LDC002T

UNSPSC NO.: 85000000

EFFECTIVE DATE OF SERVICES: July 1, 2009

COST SUMMARY

All elements in the following tables below represents guaranteed, firm fixed pricing for all deliverables. All expenses and Contactor costs must be reflected as appropriate in the costs of the deliverables. The prices of the separate deliverables when added together will equal 100% of the cost for this Project. The prices listed herein are all inclusive for DNA testing, regardless of tier or Project number. Cost per sample is inclusive of shipping/freight, operational costs, and all other miscellaneous costs associated with performing laboratory services as required herein, with the exception of court testimony requirements for the Ohio BCI's forensic components.

In addition, a flat rate of \$25.00 will be reimbursed for each individual whose sample is successfully obtained, but genetic testing is not completed, and for individuals whose samples are re-used in the event a second alleged father is presented for testing.

CONTRACTOR COMPENSATION STRUCTURE

COST SUMMARY – PROJECT ONE

PATERNITY

TIER OF SERVICE	OAKS ITEM ID NUMBER	LABCORP COST PER SAMPLE
Tier 1	16305	\$ 31.00
Tier 2	16306	\$30.00
Tier 3	16307	\$ 21.50

TIER DEFINITIONS. Sample collection services are according to one (1) of three (3) tiers of service. Requirements for the three (3) tiers of service are as follows:

1. Tier 1. Provide a location for sample collection, phlebotomist/collector, collection supplies, and transportation of samples from collection site to the testing facility.
2. Tier 2. Provide the phlebotomist/collector, collection supplies, and transportation of samples from collection site to the testing facility. The CSEA will provide location for sample collection.
3. Tier 3. Provide the collection supplies and transportation of samples from collection site to the testing facility. The CSEA will supply the location for sample collection, and provide the phlebotomist/c

Historical data indicates that samples may be collected from as many as 65,000 to 75,000 individuals yearly (however, the actual volume of testing may vary over or below that figure).

Contractor pricing must correspond with the three (3) tiers of services to be made available to the State by the selected Contractor during the initial Contract period which will continue through June 30, 2012, and for the optional renewal periods through June 30, 2016.

There are no permissible Reimbursable Expenses. The Contractor will be reimbursed only for the actual number of each tier of sample collection services and supplies provided, and, when appropriate, will be reimbursed at the set rate of \$25.00 per individual for partial draws performed. The Project One Contractor may not invoice, nor will the State pay, for any services, fees, or expenses other than for these four (4) payable services (i.e., Tier 1, Tier 2, Tier 3, and partials), multiplied by the actual number of each service provided.

Sample prices represent the 100 percent (100%) price of the service being provided, regardless of the anticipated federal funding level(s). The collection schedule is determined on a county-by-county basis depending on their needs.

Invoices shall be submitted to the Agency location established in the Contract, and will include the Contract number (CSP901210 LDC002) on any documentation regarding the Contract .

DESCRIPTION	COST PER DAY
EXPERT WITNESS COURTROOM TESTIMONY (PROJECT ONE)	\$ 0.00 PER DAY

COST SUMMARY – PROJECT TWO
HUMAN AND FORENSIC CASEWORK DNA ANALYSIS

DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
HUMAN DNA ANALYSIS WITH KNOWN STANDARD	16308	\$300.00
HUMAN DNA ANALYSIS WITH DIFFERENTIAL	16309	\$600.00
HUMAN DNA ANALYSIS WITH NON-DIFFERENTIAL	16310	\$300.00

DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
PATERNITY TESTING (Not to exceed 3 samples)	16311	\$900.00
PATERNITY TESTING (EACH ADDITIONAL SAMPLE ABOVE THE STANDARD THREE SAMPLES(mother, father, child); INCLUDED IN CASE)	16312	\$300.00

DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
EXPERT WITNESS COURTROOM TESTIMONY	16313	\$1,000.00

DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
Y-STR TESTING	16314	\$495.00
mtDNA TESTING STANDARD	16315	\$900.00
mtDNA TESTING-UNKNOWN (HAIR)	16316	\$900.00
mtDNA TESTING-UNKNOWN (BONE)	16317	\$900.00
DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
HUMAN DNA ANALYSIS ON BODE COLLECTED SAMPLES	16318	\$25.50

COST SUMMARY – PROJECT THREE
DNA BUCCAL COLLECTION KIT ACCESSIONING SERVICES

ITEM DESCRIPTION	OAKS ITEM ID NUMBER	LABCORP FIRM FIXED COST PER SAMPLE
ACCESSIONING SERVICES FOR DNA COLLECTION KITS - ARCHIVAL TRAY	16319	\$ 2.25 PER KIT
ACCESSIONING SERVICES FOR DNA COLLECTION KITS - ARCHIVAL CASSETTE	16320	\$ 2.25 PER KIT

Cost per kit shall be all inclusive of freight, operational costs, and all other miscellaneous costs associated with providing accessioning service for collected buccal samples as described herein.

COST SUMMARY – PROGRAM TOTALS
PROJECTS ONE, TWO, & THREE - DNA TESTING – PATERNITY AND FORENSIC

ITEM DESCRIPTION	LABCORP ANNUAL ESTIMATED COST PER PROJECT
PROJECT ONE	\$2,073,750.00
PROJECT TWO	\$1,566,950.00
PROJECT THREE	\$216,000.00
CONTRACT ANNUAL (ESTIMATED) TOTAL	\$3,856,700.00

NOTE: All costs are in U.S. Dollars

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP902110-1 (06/30/16)

OAKS Vendor ID no.: 0000003932

Laboratory Corporation of America Holdings (LabCorp)
P.O. Box 8029
Burlington, NC 27216

TERMS: Net 30

CONTRACTOR'S CONTACT:

Angie R. Miller, Contracts Manager
DNA Identification Testing Division
LabCorp
1440 York Court Extension
Burlington, NC 27215

Telephone: (800) 742-3944
ext. 67355
FAX: (336) 538-6572

e-mail: millera@labcorp.com

PAYMENT ADDRESS:

LabCorp
P.O. Box 8029
Burlington, NC 27216

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
*4	07/01/16	Advise Contract is being unilaterally renewed for thirty (30) days, effective 07/01/16 through 07/31/16.
3	06/19/14	Advise Contract is being renewed for 24 months for the period of 7/1/14 through 6/30/16.
2	05/30/12	Acknowledge Contract expires 06/30/12 for the Ohio Attorney General's Office and the renewal for the Ohio Department of Job and Family Services for the period of 7/1/12 through 6/30/14.
1	01/08/10	To indicate the addition of three (3) line items (17419, 17420, & 17421), which represent fees associated with paternity component partial testing (correction effective 07/01/09) effective January 8, 2010.

*Advise Contract is being unilaterally renewed for thirty (30) days, effective 07/01/16 through 07/31/16.