

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

South Dakota Genetic Testing for Paternity Determination
PROPOSALS ARE DUE NO LATER THAN 1/31/2018 5:00 PM CST

RFP #1217

BUYER: Division of Child
Support and Division of
Child Protection Services

POC:Mark Close
Mark.Close@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 **GENERAL INFORMATION**

1.1 **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Request for Proposal (RFP) is issued by the Department of Social Services (DSS) – Division of Child Support (DCS) and Division of Child Protection Services (CPS) for the purpose of selecting a vendor to establish paternity through genetic testing in child support, foster care, and child protection cases. Through this RFP Process, DSS hopes to gain adequate information to evaluate the services offered by proposers and to select the Offeror who has experience and knowledge to provide genetic testing.

According to federal guidelines 45 CFR 303.5(1)(c), the IV-D agency must identify the use through competitive procurement laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father. The IV-D agency must make available a list of such laboratories to appropriate courts and law enforcement officials, and to the public upon request.

1.2 **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Division of Child Support is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #1217. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	<u>12/20/2017</u>
Deadline for Submission of Written Inquiries	<u>01/03/2018</u>
Responses to Offeror Questions	<u>01/08/2018</u>
Proposal Submission	<u>01/31/2018</u>
Anticipated Award Decision/Contract Negotiation	<u>02/28/2018</u>

1.4 **SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, six (6) identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flashdrive of the proposal, all attachments, and the cost proposal(s) must be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

Request For Proposal #1217 Proposal Due 01/31/2018
South Dakota Department of Social Services
Attention: Mark Close
700 Governors Drive
Pierre SD 57501-2291

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.8 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 01/03/2018. Email inquiries must be sent to Mark.Close@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1217 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than 01/06/2018. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.10 LENGTH OF CONTRACT

The length of the contract will be for one (1) base year and up to three (3) one-year option renewal periods for a period not to exceed four (4) years.

1.11 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The Offeror should indicate in their response any issues they have with any specific contract terms. If the Offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The Department of Social Services strives to meet its mission of strengthening and supporting individuals and families by promoting cost effective and comprehensive services in connection with our partners that foster independent and healthy families. We believe that strong families are South Dakota's foundation and future.

This RFP is to provide DNA Genetic testing services at the request of the South Dakota Department of Social Services, Division of Child Support and/or the Division of Child Protection Services.

The South Dakota Division of Child Support (DCS) is responsible for administering a statewide child support enforcement program under the provisions of Title IV-D of the Social Security Act (hereinafter referred to as "Title IV-D").

DCS is responsible for establishing paternity, establishing medical and child support orders, enforcement and modification of medical and child support orders, and collection and disbursement of child support payments.

Child support services are currently provided in eight (8) child support offices located throughout the State of South Dakota in seven (7) judicial circuits.

The South Dakota Division of Child Protection Services (CPS) provides services to children and their families in order to assure the safety of children, while strengthening the family unit. Services are provided to families in their homes and when children are removed due to child abuse and/or neglect, services continue with their parents and are also provided to children and their placement resource until a permanent plan can be achieved for the child which may be reunification, relative placement, guardianship, adoption or emancipation and transition to adulthood. The primary areas of focus for CPS are the following: Protective Services, Alternative care, Licensing, Adoption, Independent Living and Parenting Education.

CPS manages many cases in the court system and it is necessary in some cases to determine paternity to assure legal proceedings include the biological father of the children involved if paternity has not already been established.

CPS provides services in 19 offices located throughout the State of South Dakota.

DSS estimates 550-650 cases will be referred annually. Of this amount approximately 400 would account for DCS cases and 150 cases would account for CPS cases. DSS estimates approximately 200 of the 550-650 cases encountered would be motherless cases.

3.1 The Offeror selected as a result of this RFP will provide paternity genetic tests performed by an expert qualified as an examiner of genetic markers present on body cells.

3.2 The Offeror will:

3.2.1 The Offeror of this RFP must meet the following minimum qualifications:

3.2.1.1 Utilize a genetic testing protocol which is approved by the American Associate of Blood Banks (AABB) "Standards for Parentage Testing Laboratories", and have the ability to meet any other standards which may be promulgated by the AABB during this contract.

3.2.1.2 Provide a copy of the AABB Certification for the current year, and previous three (3) years.

3.2.1.3 Provide College of American Pathologists (CAP) proficient testing accreditations for the current year.

3.2.2 The Offeror will describe their process to designate and coordinate genetic testing collection sites within and outside the State of South Dakota, including institutional settings. DSS field offices are not utilized as collection sites.

Note: The collection of DNA will be completed by someone other than DSS staff in accordance with SDCL 25-8-7.2. Draw sites will not occur in DSS locations.

25-8-7.2. Persons authorized to perform test – Liability. Only a physician, laboratory technician, registered nurse, physician's assistant, phlebotomist, expanded role licensed practical nurse,

medical technician, or medical technologist, acting under court order, or at the request of both the mother and any alleged father of the child, may withdraw blood for the purpose of testing genetic systems to determine parentage. Tissue, saliva, or other bodily substances may be withdrawn, by a qualified person, acting under court order, or at the request of both the mother and any alleged father of the child, using a noninvasive procedure, for the purpose of testing genetic systems to determine parentage. No person, and no entity, hospital, or laboratory employing such person, is liable for damages to the party from whom the blood, tissue, or other bodily substance is withdrawn, if the withdrawal is administered with usual and ordinary care.

Source: SL 1989, ch 221, § 2; SL 1994, ch 204, § 14; SL 2001, ch 135, §2.

- 3.2.3 The Offeror will describe their processes to ensure each site is convenient, properly staffed, stocked with ample supplies and paperwork, and not be more than 30 miles from the individual's residence. The Offeror will describe any reason why they feel this is not appropriate.
- 3.2.4 The Offeror will describe their proposed method of scheduling the necessary appointments from a single contact by DSS staff or an authorized person.
- 3.2.5 The Offeror will describe their process for notification of genetic testing arrangements to DSS staff within two (2) business days or less of the request for service.
- 3.2.6 The Offeror will describe their proposed method to notify DSS staff of unsuccessful collection within 36 hours of scheduled draw.
- 3.2.7 The Offeror will perform a redraw of the genetic sample at no charge to DSS if a specimen collection is unsuccessful for reasons directly related to Offeror services. The recollection rate shall not be greater than one (1) case per one hundred (100) cases. The offeror will affirm their understanding of this requirement.
- 3.2.8 The Offeror will describe their specimen collection techniques to minimize sample degradation, contamination, and volume insufficiencies to avoid a specimen collection redraw.
- 3.2.9 The Offeror will describe their chain of custody and information gathering process for each sample taken. This should comply with SDCL 25-8-7.3.
 - 3.2.9.1 Printed name, alleged relationship, and date of birth;
 - 3.2.9.2 Race/ethnic background;
 - 3.2.9.3 Location and date of sample collection;
 - 3.2.9.4 Name of the person collecting the sample;
 - 3.2.9.5 History of any blood transfusions within the past 90 days;
 - 3.2.9.6 History of any bone marrow transplant;
 - 3.2.9.7 Photocopy of any Government issued photo identification;
 - 3.2.9.8 Photograph of the individual and well-defined thumbprint;
 - 3.2.9.9 Any unusual specimens such as coroner's samples or tissues fo any deceased individual.

25-8-7.3. Test results--Documentation--Filing objections to admissibility. The chain of custody of the blood, tissue, or other bodily substance taken under §§ 25-8-7.1 and 25-8-7.2 may be established through certified documentation of the change of custody if such documentation was made at or near the time of the change of custody, if it was made in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the documentation. Any objections to the

admissibility of the genetic test results shall be made in writing and filed with the court at least twenty days prior to any trial or hearing to establish paternity. If written objections are not filed with the court, the genetic test results are admissible as evidence of paternity without further testimony regarding foundation, accuracy, or authenticity.

Source: SL 1989, ch 221, § 3; SL 1994, ch 204, § 15.

- 3.2.10 The Offeror should confirm their ability to complete all paternity testing requested by a DSS office or ordered by any South Dakota court within two (2) weeks. If this is not possible, describe the reason for the extended timeframe that may be needed.
- 3.2.11 The Offeror is expected to provide payment for all services associated in the testing process including providing qualified expert witnesses if needed. DSS has not had a case in the last nine (9) years that required an expert witnesses. The offeror will affirm their understanding of this requirement.
- 3.2.12 The Offeror will provide genetic testing to the following individuals if a genetic testing specimen is not available from an alleged father if so ordered by the court:
 - a. The parents of the alleged father;
 - b. Brothers and sisters for the alleged father;
 - c. Other children of the alleged father and their mothers;
 - d. Other relatives of the alleged father necessary to complete genetic testing.

The Offeror will explain any reason why they may not be able to meet any of these expectations.

- 3.2.13 The Offeror will perform motherless paternity calculations and test various types of specimens including tissue from deceased individuals, or any other unusual cases as they arise and have the ability to cross-match samples from various testing laboratories.

The Offeror will explain any reason why they may not be able to meet any of these expectations.

- 3.2.14 The Offeror will provide a probability of paternity of at least 99% by using the combined paternity index obtained in the testing. The Offeror should describe any situation where this is not possible.
- 3.2.15 The Offeror will inform DSS staff of all specimens not conforming to testing requirements (i.e. Chain of Custody, insufficient DNA to complete testing or any other issue which may result in results being contested in court) within forty-eight (48) hours of specimen arrival at the testing laboratory. The Offeror should explain any situation where this is not possible.

- 3.2.16 The Offeror will present professional certified laboratory test results, signed by a designee of the testing laboratory and notarized, to DSS in a scientifically meaningful format and ensure the test results are useful to non-technical readers and maintain all genetic testing reports based on accreditation standards. The test reporting will contain at a minimum:

- 3.2.16.1 Laboratory's name, address, telephone number;
- 3.2.16.2 DCS case number or CPS number;
- 3.2.16.3 Name of each individual tested and relationship to child;
- 3.2.16.4 Dates and sites of draw;
- 3.2.16.5 Racial/Ethnic background used by the laboratory for paternity calculations;

- 3.2.16.6 Types of tests performed;
- 3.2.16.7 If paternity not excluded, the combined paternity index and probability of paternity;
- 3.2.16.8 If paternity excluded, the basis of the opinion of non-paternity;
- 3.2.16.9 Conclusions concerning paternity;
- 3.2.16.10 Donors' pictures and well-defined thumbprints;
- 3.2.16.11 Signature of the person providing the final review of the test report.

An example of the test report will be included in the Offeror's proposal.

- 3.2.17 The Offeror will maintain specimens for purposes of additional paternity testing and test results as long as accreditation requires. Thereafter, all materials shall be destroyed. The Offeror will include a copy of their policy and procedures for retention and destruction of their specimens.
- 3.2.18 The Offeror will ensure laboratory test results will be interpreted by a minimum of two (2) qualified technical staff members and certified by a qualified, experienced expert in the DNA testing related field. The offeror will affirm their understanding of this requirement.
- 3.2.19 The Offeror will have qualified, experienced staff available for on-site expert testimony with a minimum of forty-eight (48) hour advanced notice. The court may request the expert to provide depositions, responses to interrogatories, written affidavits and/or courtroom testimony, as necessary. DSS prefers this individual to be the director of the laboratory or the director's designee with minimum qualifications of an earned Ph.D. in a relevant biological or biomedical science and shall be personally familiar with processes and procedures used in the laboratory. The Offeror will provide a staff listing including qualifications that will provide this service. The Offeror will explain any situation where they would not have preferred staff available.
- 3.2.20 The Offeror will provide the capability for each DSS staff to access case status and test results via the internet.
- 3.2.21 Upon request, the Offeror will provide on-site training, or seminars to state employees, contractors, agents or other parties approved by the state on an annual basis beginning immediately following the award of the Contract. DSS shall determine the site(s) for training and/or seminars. Webinars may be provided upon approval. The Offeror should explain any situation where this is not possible.
- 3.2.22 Offeror will guarantee a maximum turnaround time of no more than twenty-one (21) days between the collection of the sample of the last person in the case and the issuance of the test report back to DSS staff. The Offeror will provide their average turnaround time and provide any reason why they may not meet the twenty-one (21) day timeframe.
- 3.2.23 The Offeror will, as necessary or as requested, provide written and/or telephone consultation to all DSS staff or authorized person at any stage of the testing process up to and including the successful establishment of paternity. The Offeror should explain any situation where this is not possible.
- 3.2.24 The Offeror will submit detailed information on its invoicing procedure. Any such procedure must include the DCS or CPS case number, full names of the mother, alleged father, and child, and all dates of draw for all parties, and must be flexible enough to allow further tailoring to meet state's specific needs for invoice processing. All testing done based on a request from any other state

must be billed to that state. Invoices should be submitted monthly. Separate invoices should be submitted to DCS and CPS.

- 3.2.25 The Offeror will provide a monthly report to DSS State Office of genetic tests conducted. The monthly report shall include, but not be limited to:
- 3.2.25.1 The number of cases reported for the previous month;
 - 3.2.25.2 Average probability of paternity;
 - 3.2.25.3 Exclusion rate per month;
 - 3.2.25.4 Time frame from initial request to submission of report;
 - 3.2.25.5 The number of in-hospital paternity tests performed, if applicable.
- 3.2.26 The Offeror will provide a yearly report to DSS State Office of genetic tests conducted. The yearly report shall include, but not be limited to:
- 3.2.26.1 The total number of cases submitted by DSS during the year;
 - 3.2.26.2 As a subset to 3.2.26.1, the total number of cases submitted by DCS during the year;
 - 3.2.26.3 As a subset to 3.2.26.1, the total number of cases submitted by CPS during the year.
 - 3.2.26.4 The number of motherless draws submitted by DSS during the year;
 - 3.2.26.5 Average probability of paternity;
 - 3.2.26.6 Exclusion rate per year;
 - 3.2.26.7 Time frame from initial request to submission of report.
- The yearly report will encompass the time frame of January 1 through December 31 and will be made available to DSS no later than February 1st of the following year.
- 3.2.27 The Offeror will prepare and submit to DSS a detailed transaction plan for all services requested to be completed by the Offeror relating to draws, testing, test reports and testimony, which are necessary and cannot be reasonably completed prior to termination of the Contract. All pending genetic testing must be completed by the Contractor if requested prior to termination of the Contract. The Offeror will provide any reason/situation where this is not possible.
- 3.2.28 The Offeror will provide a corrective action plan within sixty (60) business days of the date of any letter from DSS specifying a program deficiency, and take necessary corrective action within ninety (90) business days of the date of any letter from DSS specifying a program deficiency. Any corrective action plan requiring more than ninety (90) business days to implement must be approved by DSS State Office. Any corrective action plan determined unacceptable by DSS shall be revised by the Offeror within fifteen (15) business days of receiving notification from DSS of any unacceptable corrective action plan. The offeror will affirm their understanding of this requirement.
- 3.2.29 The Offeror will be responsible for proper training and management of staff assigned to the contract. A list of these individuals and their qualifications should be provided.
- 3.2.30 The Offeror will have a viable disaster relief plan to ensure continuous testing and service levels and records security. A copy of the disaster relief plan should be provided.

- 3.2.31 The Offeror will maintain strict standards of confidentiality in regards to all information obtained by Offeror except that which can be legally disclosed. The offeror will affirm their understanding of this requirement.

3.3 The DSS will:

- 3.3.1 Refer appropriate cases to the Offeror for genetic testing services. The referral will include names of the persons and any other identifying information required for whom genetic samples will be taken. A potential location for the draw site may be provided based on the individual's address or unique situations.
- 3.3.2 Provide all necessary information to the Offeror to assist Offeror in the coordination of draws throughout the state. Offeror will maintain complete responsibility for the actual coordination of draw dates and sites with all involved parties.
- 3.3.3 Monitor Offeror's performance through quarterly reviews. The Offeror may be required to attend scheduled contract review conferences to assess Offeror performance and issue resolution. Failure to timely conduct quarterly reviews will not be construed as a waiver of the contract provision.
- 3.3.4 Serve as the State of South Dakota contact agency in matters involving genetic testing. Offeror must initially attempt to resolve all daily business matters with the appropriate local DCS or CPS office requesting the genetic testing. All matters involving Contract performance shall be handled directly with DSS state office.
- 3.3.5 Conduct meetings, in addition to the quarterly reviews of the Contract performance, on an as needed basis, as determined by DSS or the Offeror.
- 3.3.6 Reimburse Offeror for services contracted in connection with approved genetic testing and upon submittal of proper documentation and invoices to DSS in accordance with SDCL 5-26-2.

5-26-2. Deadlines for payments. An agency which acquires property or services pursuant to a contract with a business shall pay for each complete delivered item of property or service on the date required by contract between the business and agency or, if no date for payment is specified by contract, within forty-five days after receipt and written acceptance of property or services and receipt of the invoice covering the delivered items or services.

Source: SL 1984, ch 41, § 2; SL 1985, ch 45, § 2; SL 1987, ch 61, § 3; SL 1988, ch 59, § 2.

3.4 General Information

- 3.4.1 It is agreed that all finished or unfinished documents, data or reports, prepared by the Offeror under the Contract shall be considered the property of the DSS and State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.
- 3.4.2 All documents, data compilations reports, computer programs, photographs, and any other work provided to or produced by the Offeror in the performance of the Contract will be kept confidential by the Offeror unless written permission is granted by the DSS or the State for its release. The offeror will affirm their understanding of this requirement.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.
- 4.6 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.7 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.8 The offeror must describe their proposed project management techniques.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and six (6) copies shall be submitted.
 - 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flashdrive. Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.

- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal".

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Cost Proposal;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.4 Familiarity with the project locale;
- 6.1.5 Availability to the project locale;

- 6.1.6 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.7 Proposed project management techniques; and
 - 6.1.8 Ability and proven history in handling special project constraints.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

- 7.1 The Offeror will submit their cost proposal using Attachment B.
- 7.2 The Offeror will include their cost proposal and fees charged to recover collection and storage costs for incomplete cases.
- 7.3 The Offeror will include the cost if a different per person fee is charged in complex cases including but not limited to those listed in 3.2.12 and 3.2.13.

ATTACHMENT A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT**

**Purchase of Service Agreement
For Provider Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF CHILD SUPPORT
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Provider

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER'S South Dakota Vendor Number is .
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2017 and shall end on May 31, 2018, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #_____
3. PROVISIONS:
 - A. The Purpose of this Provider contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Provider will not use state equipment, supplies or facilities.
 - B. The Provider agrees to perform the following services (add an attachment if needed):
 - 1.
 - C. The TOTAL CONTRACT AMOUNT will not exceed \$.
Payment will be in accordance with SDCL 5-26
4. BILLING:

Provider agrees to submit a bill for services within 30 days following the month in which services were provided. Provider will prepare and submit a monthly bill for services. Provider agrees to submit a final bill within 30 days of the Agreement end date to

receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Provider to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

7. ASSURANCE REQUIREMENTS:

The Provider agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable.

8. RETENTION AND INSPECTION OF RECORDS:

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Provider's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Provider's established record retention policies.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Provider.

9. WORK PRODUCT:

Provider hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Provider in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Provider without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the

State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Provider agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in writing signed by both parties.

10. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Provider breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire Agreement with respect to the subject matter hereof.

15. IT STANDARDS:

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

16. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

17. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. SUBCONTRACTORS:

The Provider may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Provider is required to assist in this process as needed.

19. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

20. HOLD HARMLESS:

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Provider, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Provider shall procure and maintain Worker's Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Provider certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Provider further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

23. CONFLICT OF INTEREST:

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

25. REPORTING PROVISION:

Provider agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Provider, or the State of South Dakota or its officers, agents or employees to liability. Provider shall report any such event to the State immediately upon discovery.

Provider's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Provider's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Provider to report any event to law enforcement or other entities under the requirements of any applicable law.

26. COST REPORTING REQUIREMENTS:

The provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the provider's fiscal year.

or

No reporting is required.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES**

The State of South Dakota requires all contracts signed July 1, 2009 and later to include documentation that the agency has complied with the procedures set forth in SDCL 5-18A through 5-18D (HB 1260). The documentation must include the request for proposal number (RFP) or the reason the agreement is exempt from the requirements of the law. Payments for contracts that have not complied with the law will be returned as illegal, unauthorized or improper (SDCL 4-9-7).

Provider's Name: _____

RFP #: _____

(OR)

Check the applicable exemption(s):

(1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the services. Determine that the contract selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required;

If checked, please provide an explanation:

(2) Emergency services necessary to meet an urgent or unexpected requirement or when health and public safety or the conservation of public resources is a risk:

If checked, please provide an explanation:

(3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;

(4) Services for professional legal services and services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;

(5) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;

(6) Medical services and home and community-based services;

(7) Services to be performed for a state agency by another state or local government agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or

(8) Services to be provided by entertainers for the state fair and other events.

(9) Does not exceed \$50,000.00; [SDCL 5-18D-17](#)

ATTACHMENT B

PROPOSAL PRICE SHEET

The undersigned agrees to provide Genetic Testing Services to the State of South Dakota, Department of Social Services, Division of Child Support and Division of Child Protection Services in accordance with the Request for Proposal.

DESCRIPTION	Price proposal/sample drawn (Written in Words and Number)
Genetic Testing Services Proposal is for a specified dollar amount per test and covers all services as set forth under Section Three (3), in this RFP.	_____ _____ _____ \$ _____

1. By submission of a proposal, the proposer certifies:
 - 1.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
 - 1.2 No attempt has been made nor will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
 - 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
 - 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. General Information

Proposer Name _____ Phone () _____
 Fax () _____
 Mailing Address _____

City _____ State _____ Zip _____
SSN/Employer Identification Number _____

3. Ownership and Control

Proposer's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

Name (printed or typed)	Title
_____	_____
_____	_____
_____	_____
_____	_____

Verification

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as a proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions, which can lead to imposition of a fine and/or imprisonment.

Signature

Date

Name and Title (printed or typed)