

## SECTION 1 – Definitions

The following terms used in this Invitation to Bid (ITB) have the following meanings unless the context otherwise clearly requires a different construction and interpretation:

- 1.1 **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contract:** The agreement which results from this ITB between the winning Bidder and the Department.
- 1.3 **Contractor:** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.4 **Department:** The State of Florida, Department of Revenue referred to in this ITB document as “the Department”.
- 1.5 **Desirable Conditions:** The use of the words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.
- 1.6 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- 1.7 **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impact the Department’s interest. Material deviations cannot be waived.
- 1.8 **Minor Irregularity:** A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.9 **P-Card:** Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.10 **Purchase Order/Direct Order:** The contract document issued by the Department to the Vendor to procure goods and services.
- 1.11 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership, sole proprietor, or other entity submitting a bid to the Department pursuant to this ITB.
- 1.12 **Winning or Successful Bidder:** The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.
- 1.13 **Completed Test:** A “completed test” refers to genetic testing performed by the Contractor of all parties in a child support case as designated by the Department that results in a finding and report issued by the Contractor that indicates a 99 percent or greater statistical probability of paternity or that paternity is excluded.

## SECTION 2 – Introduction

### 2.1 Background

The purpose of conducting genetic tests for the Florida Department of Revenue, Child Support Enforcement Program is to conclusively determine the paternity of children. DNA sample collection and genetic testing are often necessary for a legal determination of paternity. Legal authority includes and is not limited to:

- 42 USC 666(a)(5)(B), 666(c)(1)(A)
- 45 CFR 303.5, 303.11(b)(3)
- Sections 287.057, 409.256, 742.12, Florida Statutes

For volume reference, during calendar year 2011 the Department's DNA Collection and Testing Contractor provided test results on 16,938 completed tests. The annual volume of DNA testing may increase or decrease throughout the term of a Contract. The Department does not guarantee that its testing volume will increase, decrease, or remain the same as in past years.

### 2.2 Statement of Purpose

The purpose of this Invitation to Bid is to secure competitive bids from qualified vendors who are able to provide DNA testing services for paternity establishment and/or DNA collection services.

This ITB is for two different though related types of services and is therefore divided into two separate award categories. The two types of services the Department seeks are for DNA testing for paternity establishment (Category A) and for DNA collection services (Category B).

Qualified companies may bid on Category A only, Category B only, or on both Category A and B. The Department will evaluate bids for Category A and Category B separately and may award a separate contract for each Award Category to a different bidder or it may award a single contract for both Categories to the same bidder. The DNA Testing Contractor and DNA Collection Contractor are partners with the Department, and their performance impacts the success or failure of the Department's Child Support Enforcement Program.

### 2.3 Contract

This purchase shall be accomplished through either issuance of a two party contract. A sample contract has been provided as Exhibit 3 of this ITB.

### 2.4 Contract Term

The term of the contract shall be for **three (3) years** from the date of contract signing, with the option to renew for up to 3 additional 1 year periods.

## Section 3 - Scope of Work

### 3.1 Award Categories

This Invitation to Bid (ITB) is for two different though related types of services. The scope of work is therefore divided into two separate award categories. The two types of services the Department seeks are as follows:

#### **Category A: DNA Testing Contractor**

A Contractor to perform genetic tests in paternity cases and to provide completed test results for DNA samples received from the Department, and/or from the Department's DNA Collection Contractor, and/or from other states/other states' vendors. DNA samples collected by Department staff or the DNA Collection Contractor will be delivered to the Department's DNA Testing Contractor in prepaid mailers provided by the DNA Testing Contractor. In accordance with Category A, below, the DNA Testing Contractor will be paid for each completed test as the term is defined in Section 1.13.

#### **Category B: DNA Collection Contractor**

A Contractor to arrange for and assure the collection of DNA samples from individuals who are:

- (a) In correctional facilities in Florida; and
- (b) Located outside the state of Florida but within the United States or Puerto Rico when the Department proceeds with long-arm jurisdiction.

The Contractor must train and certify completion of DNA buccal swab collection and chain-of-custody processing for its staff and/or subcontractors. In accordance with Category B, below, the DNA Collection Contractor will be paid for each individual DNA collection that it processes and sends timely to the Department's DNA Testing Contractor.

Note: Qualified companies may bid on Category A only, Category B only, or on both Category A and B. The Department will evaluate bids for Category A and Category B separately and may award a separate contract for each Category to a different bidder or it may award a single contract for both Categories to the same bidder.

### 3.2 Category A: DNA Testing Contractor

#### **3.2.1 When Services Are To Be Performed**

The DNA Testing Contractor shall provide genetic testing services to the Department upon request throughout the term of the Contract in accordance with the requirements of this ITB and of the subsequently awarded Contract. A sample contract is provided below in ITB Exhibit 3.

#### **3.2.2 What Services Are To Be Performed**

The DNA Testing Contractor shall accept, store, and utilize all viable DNA samples provided by the Department, and/or the Department's DNA Collection Contractor, and/or from other states/other states vendors. The DNA Testing Contractor shall provide completed test results and reports in accordance with the requirements found below. The DNA Testing Contractor will be paid for each completed test.

#### **3.2.3 Where Services Are To Be Performed**

The Contractor shall be responsible for testing DNA samples received at its laboratory. It shall maintain information and data electronically and make available for the Department's Contract Management Team's review, a daily list in Microsoft Excel of individual DNA sample names with associated unique identifying number(s) that it has received from the Department as well as the Department's DNA Collection Contractor, and it shall also electronically maintain information on the statuses of DNA tests throughout the term of the Contract.

### 3.2.4 Who Shall Provide Services

The awarded Contractor must be AABB certified and shall provide services in accordance with Florida Statutes and other applicable laws. The Contractor must have performed an average of at least 1,000 completed tests each month during calendar year 2011, and it shall maintain the capacity to perform at least 1,000 tests each month throughout the term of the contract.

Note: All Contractor staff and related subcontractors, if any, that perform work for the Department shall be current in their legally ordered child support obligations.

### 3.2.5 Quality Control

The Contractor shall maintain written laboratory procedures for testing and partial retesting DNA samples in accordance with American Association of Blood Banks (AABB) standards to prevent errors and the release of erroneous test results to the Department, and, it shall make its procedures available to the Department upon request.

At the inception of the awarded Contract and each calendar year thereafter, the Contractor shall email a summary to the Department's Contract Manager of its procedures for processing and inspecting test results prior to release from the laboratory.

### 3.2.6 Retention and Destruction of DNA Samples

The Contractor's testing laboratory must follow the AABB retention and destruction of DNA sample guidelines, and maintain the Department's collected DNA partial and completed samples for a minimum of five (5) years, along with related inventory records.

### 3.2.7 DNA Tests

a. For billing purposes described in the "Invoice Procedures" (Section 3.2.23, below) the DNA Testing Contractor will be paid by an authorization or other unique Department generated number that is assigned to parties in a completed test.

b. Completed genetic test result reports with signatures must be originals and mailed to the Department by regular U.S. Mail to the Department's designated Child Support Enforcement (CSE) service sites.

Note: If in the future Florida law permits the use of scanned copies of laboratory reports as evidence in court, the Department will notify the Contractor of the change at which time the Contractor will begin sending the Department scanned images of the original laboratory reports and sending them to the Department by secure email or otherwise making the images available to the Department electronically.

c. A summary of the completed test results must be available on the Contractor's own secure web site for Department staff to view. Genetic completed test results obtained by fax will not be considered timely for payment purposes.

d. Unless otherwise specified, the Contractor shall perform DNA paternity tests that indicate a 99 percent or greater probability of paternity or that paternity is excluded in accordance with AABB testing standards and methodologies for parentage testing.

e. The Contractor must receive and document express written permission from the Department's Contract Manager or other Department designee **before** cross matching DNA samples (i.e. using a DNA sample for analysis that is in the Contractor's possession but was collected for use in a different case).

f. For approved motherless cases, the Contractor shall contact the appropriate Department service site staff and Contract Manager by email for approval to proceed, with testing and it shall be paid at the same rate as a completed genetic test.

g. The Contractor shall promptly email the appropriate Department Service Center Manager or designee and Contract Manager no later than the next business day if it becomes necessary to perform extended testing that will exceed contracted test turnaround time. All explanations shall be sent by email, and will specify the additional number of calendar days needed to deliver the test results along with the reason the extra time is needed.

h. The Contractor shall maintain American Association of Blood Banks (AABB) accreditation as a parentage testing laboratory during the term of this Contract. Should the Contractor lose such accreditation during the term of the Contract, the Contractor shall notify the Department Contract Manager immediately, and the Contract may be terminated at the Department's sole discretion. The Contractor must include a copy of its AABB certification in its response to this ITB.

i. The Contractor will ensure that all genetic tests are completed in their entirety, whether or not posting of the final completed test results meets the required Contract turnaround time for payment.

j. Incorrect completed test results pertaining to a genetic testing case (i.e., a result based on inadvertent use by the lab of the wrong DNA sample) must be reported to the Department's Service Center Manager and Contract Manager by the Contractor by email and phone no later than the next business day after the date when the Contractor first becomes aware of the error.

k. If the Contractor releases erroneous completed test results to the Department, the Contractor will be solely liable for the costs associated with retesting and re-collecting DNA samples.

l. Release by the Contractor of more than three (3) erroneous completed test results based on a quality control procedural error or other error committed by the Contractor within a one (1) calendar year period as it relates to Department cases may result in termination of the Contract by the Department.

m. The Contractor may utilize and/or incorporate any AABB approved technological or scientific improvements in genetic testing. Any significant advances in technology or process that are adopted by the Contractor shall be reported in advance to Department Contract Manager by email before implementation.

### **3.2.8 Paternity Test Results**

a. The Contractor shall produce a certified report for each completed test that complies with Section 742.12, Florida Statutes. Each report must contain at a minimum:

1. Tester's name, title, telephone number and qualifications beyond the indications of professional titles
2. Donor(s) name(s)
3. Department case number, court/administrative case number(s), and/or Authorization number (described in Section 3.2.10 below)
4. Type of genetic test(s) performed and date(s) samples were collected
5. Probability of parentage
6. Conclusions
7. Donor's clearly viewable photograph, thumbprint, and last four digits of his or her Social Security Number
8. Verified documentation by the Contractor of the type of identification presented, notarized if appropriate and necessary.
9. Verified documentation of the chain of custody,

b. The Contractor shall provide via its secure web site, and by hard copy, certified test results to individual(s) designated by the Department.

c. The Contractor shall ensure that all completed test reports released by the Contractor are at least 99.0% accurate in their reporting of inclusionary or exclusionary test results.

d. At no additional cost to the Department, the Contractor shall provide an original completed test report (with a clearly visible photograph and thumbprint of noncustodial parent) to another government agency as directed by the Department along with a copy of the original completed test report to the Department. The Contractor shall release and provide completed test reports to initiating states after approval and notification by the Department to the Contractor.

e. In the event the original completed test reports were sent but never received by the Department Service Center, the Contractor is required to provide replacement, certified copies of the original completed test report at no cost to the Department.

### **3.2.9 Test Turnaround Time**

a. The completed test turnaround time is fourteen (14) calendar days or less for all completed test results, from the date the last DNA sample was received by the Testing Contractor to the date the Department Service Center receives the certified hard-copy completed test results.

b. Failure of the Contractor to maintain an average completed test turnaround time of fourteen (14) calendar days or less during any calendar quarter may require, at the discretion of the Department, a proposed "Corrective Action Plan" submitted by the Contractor to the Department's Contract Manager for review and approval (in Microsoft Word and/or Excel format) that would rectify the problem.

c. The Contractor is expected to maintain an average completed test turnaround time within the Performance Accountability Measure standard in all instances, including periods of delay attributed to postal difficulties, unless by severe acts of nature or war.

d. If more than ten (10) completed test results each month in a calendar quarter do not meet the completed test turnaround time requirement, the Department may request a "Corrective Action Plan" from the Contractor, unless the Contractor emailed the Department's Contract Manager and/or designee in advance, requesting an extension of turnaround time, and thereafter received approval.

e. Requests for extensions of completed test turnaround time shall be e-mailed by the Contractor no less than one (1) business day, in advance of the fourteen (14) calendar day turnaround time to the Department's Contract Manager and/or designee. The Department shall thereafter promptly respond by email to the Contractor to its request for an extension of time. Extension time approvals from the Department must be included with monthly invoicing documentation provided by the Contractor to the Department Contract Manager and Invoice Processor to enable payment for exceptions. If not provided, any billed item that exceeds the required fourteen (14) day completed test turnaround time will not be paid.

[See also "Performance Accountability Measure #1" in the PAMS Section 3.2.18 as well as the "Invoice Procedures" Section 3.2.21.]

### **3.2.10 Identifying Numbers Provided by the Department**

The Department shall provide to the Contractor at least one (1) unique identifying string of numbers per test set for automated tracking and billing verification purposes.

Examples of identifying numbers include unique "Authorization Numbers", Child Support "Case Numbers", and "Business Partner" Numbers. Authorization Numbers for genetic testing consist of a one letter character (G for Genetic Test), a 5 digit vendor code, 2 digit contract year, 2 digit county code, and a 6 digit sequential number (totaling 16 digits) assigned by the Department's CSE Automated Management System (CAMS). See also "Invoice Procedures" in Section 3.2.21 d. (below) wherein the Testing Contractor will be paid by unique numbers generated by the Department's case management system that is assigned to parties in a completed test, when the unique numbers are included in its monthly billing to the Department.

### **3.2.11 Testimony and Advice**

a. The Contractor must provide a "subject matter consultant" upon request and at no additional cost to the Department for testimony and consultation.

b. At the Department's request, the Contractor shall provide within the time frame required by the Department, a qualified person(s) to appear telephonically at a deposition, or at a hearing in court or an administrative hearing, to provide testimony as a subject matter witness(es).

c. The Contractor shall provide written and/or telephonic consultation to the Department and/or the Attorney representing the Department, and/or a judge upon request by the Department at no additional cost to the Department.

d. The Contractor shall provide documentation and consultation of specific case events upon request by the Department at no additional cost to the Department.

### **3.2.12 Chain of Custody Forms and Shipping Mailers**

The Contractor shall provide to Department service sites, and to the Department's DNA Collection Contractor as specified by the Department, an adequate supply of Chain of Custody (COC) forms, along with related pre-paid shipment mailers in which to transport the forms and DNA samples. The Contractor will utilize one or more reliable shipping companies for its mailers to its laboratory (e.g.: Federal Express, United Parcel Service, U.S. Postal Service Express Mail).

### **3.2.13 DNA Sample Collection Kits**

a. The Contractor shall provide a timely and adequate supply of DNA buccal swab sample collection kits along with chain of custody forms and pre-paid mailers to each Department sample collection site as designated, determined, and requested by the Department in advance. There are currently 45 Department service sites. If the number increases, sufficient kits must be supplied to the additional sites at no additional cost to the Department.

b. The Contractor shall also timely provide an adequate supply of DNA buccal swab sample collection kits with chain of custody forms and pre-paid mailers to the Department's DNA Collection Contractor. The DNA Collection Contractor is responsible for requesting, in advance, buccal swab sample collection kits along with chain of custody forms and pre-paid mailers from the DNA Testing Contractor.

### **3.2.14 Communication Limitations and Public Information Requests**

a. The Contractor and any of its subcontractors will have no communication with the mother, child, the alleged father, their family, or their attorney, about genetic testing results except under court order or when otherwise specifically directed to do so by the Department (e.g., during depositions or in court).

b. All inquiries from the mother, child, the alleged father, their family, or their attorney will be directed by the Contractor to the local Department Service Center handling the case.

c. The Contractor must notify the Department Service Center Manager and the Department Contract Manager by email within one (1) business day of receiving an inquiry from a governmental official and/or media regarding cases in which the Department is involved. The Department must approve and coordinate any response to governmental officials and/or the media.

d. The Contractor must report to the Department Contract Manager, in writing by email, within one (1) business day of discovering any problem or unusual incident that arises regarding any DNA test conducted by the Contractor that could adversely affect the Department or the Department's effort to establish paternity.

### **3.2.15 Contractor Procedures**

a. The Contractor will provide its buccal swab collection and chain of custody operating procedures and any associated training materials to the Department's Contract Manager and other Department staff within ten (10) business days after the start of the Contract, in an acceptable electronic format such as Microsoft Word, Power Point, Excel, video conferencing (WebEx), teleconferencing, and/or computer based training.

b. The Contractor shall provide its operating procedures to the Department at no additional cost, which includes but is not limited to, the following:

1. Proper and efficient DNA buccal swab collection procedures.
2. Completing the Contractor's DNA sample chain of custody forms.
3. Proper handing and mailing of the DNA samples and chain of custody forms.

c. Further, the Contractor will make its knowledgeable staff available to review its procedures and any associated and subsequent updates, with the Department's staff, after the materials are delivered. Subsequent updates will be provided promptly to the Department's Contract Manager as well as other designated Department staff by appropriate means, such as M.S. Word, Excel, Power Point, video conferencing (WebEx), teleconferencing, and/or computer web based training at no additional cost to the Department.

d. The Contractor will provide the name(s), email address(es), and phone number(s) of the person(s) in their organization that can be contacted by the DOR Contract Manager and/or other Department staff for training questions, and advice on an "as-needed basis."

### **3.2.16 Performance Reports**

a. Report formats in Microsoft Excel shall be determined by the Department and provided to the Contractor. Reports will include, but may not be limited to Contractor monthly, quarterly, and state fiscal year (July 1 through June 30) performance.

Note: See report forms in the ITB Exhibit Section.

b. The Contractor shall provide an electronic statewide performance "Monthly Performance Report" broken out by all Florida counties, as well as by individual Department Regions and test dates. Note: See the Monthly Performance Report layout in Exhibit 4 of this ITB.

c. The Monthly Performance Report shall be emailed to the Department's Contract Manager by the 15th of each month for all work performed in the previous calendar month.

d. At a minimum, the Monthly Performance Report shall include the Contractor performance as it relates to each Performance Accountability Measure (PAM) and related Standard listed in this ITB (Section 3.2.18) along with the number of DNA tests ordered by the Department; the number of completed tests performed; the average turnaround time for performance; the numbers of partial cases closed and pending; the number of cases in which exclusion was obtained; and the number of re-test requests.

e. Contractor shall email to the Department's Contract Manager, a "Quarterly Operational Effectiveness Report" within fifteen (15) calendar days after the end of each calendar quarter to explain quarterly performance in relation to the requirements of this ITB and resulting contract. This quarterly report will detail specific methods for reaching and maintaining each Performance Accountability Measure and Standard listed in this ITB, and it will explain how effectiveness is measured. After the first calendar quarter of the Contract term, each quarterly report will include a recap of the previous quarter's results. The quarterly report shall be reviewed and evaluated by Department staff relative to performance. . Note: See the Quarterly Operational Effectiveness Report layout and instructions in Exhibits 5 & 6 of this ITB.

f. The Contractor shall maintain information and data electronically and make available for the Department's Contract Management Team's review, a daily list in Microsoft Excel of the individual DNA sample names with associated unique identifying number(s) that it has received from the Department as well as the Department's Sample Collection Contractor, and it shall also electronically maintain information on the statuses of DNA tests throughout the term of the awarded Contract.

g. Documentation shall be maintained throughout the term of the contract by the Contractor to evidence the completion of the tasks required by the ITB and awarded contract.

h. Upon advance request, the DNA Testing Contractor must provide ad hoc reports to the Department electronically as determined by the Department. Reports requested may include genetic test reports in PDF or ad hoc status or performance reports in Microsoft Excel.



i. The DNA Testing Contractor shall provide periodic data files to the Department as specified in Exhibit # 2 titled: Technical Requirements for Periodic Data Files.

### 3.2.17 Customer Service

a. The Contractor shall provide its secure Internet web site, passwords, and email addresses for Department use.

b. The Contractor shall participate in teleconference calls with the Department staff as requested by the Department.

c. The Contractor shall respond to Department inquiries by the next business day.

### 3.2.18 Performance Accountability Measures (PAMS)

The Contractor is responsible for meeting the PAMS and related Standards listed below. If the Contractor does not meet a PAM and its Standard, the Department may request that a "Corrective Action Plan" (CAP) be submitted by the Contractor when its performance falls below the Standard of a PAM.

#### PAM #A1: DNA TESTING CONTRACTOR - TEST TURNAROUND TIME

**MEASURE:** Complete test results provided in hard copy to the Department Service Center must be received **within fourteen (14) calendar days on average each calendar** quarter from the date the last DNA sample in a case was received by the Testing Contractor (referred to as test turnaround time).

**STANDARD:** Completed test results received by the Department **within fourteen (14) calendar days\* on average, per quarter.**

\* NOTE: Exception to this Standard may occur in instances when the Contractor e-mails the Department's Contract Manager and/or designee in advance of the fourteen (14) day turnaround time limit with an explanation, and a request for extension of time to complete the test. In such instances the Department will make the determination for an extension. Related documentation must be included with the Contractor's monthly e-billing to substantiate payment, and summaries must be captured in its "Monthly Performance Report" and "Quarterly Operational Effectiveness Report" to the Department.

#### PAM #A2: DNA TESTING CONTRACTOR – ERRONEOUS TEST RESULTS

**MEASURE:** The number of erroneous completed test results released by the Contractor within each calendar year, and reported by email and phone **by the close of the next business day after discovery** to the Department Contract Manager and/or designee.

NOTE: Occurrences must be documented in the Contractor's "Monthly Performance Report" and "Quarterly Operational Effectiveness Report" and provided to the Department.

**STANDARD:** No more than one (1) erroneous completed test result per calendar year.

### 3.2.19 Transition Cases

a. Transition cases are those in which DNA samples have been collected and/or tested and delivered to the DNA Testing Contractor awarded a contract as a result of this ITB, related to cases by the Department's previous Contractor. The Contractor shall accept, store, and utilize all viable test results, reports, and DNA test samples provided by the previous Contractor. The Contractor must cooperate timely and efficiently with the previous Contractor in the transition of any tests in process, previous tests and safeguard associated documentation such that it does not negatively impact the Department.

b. The Contractor shall submit a transition plan to the Department within a minimum of thirty (30) business days prior to termination of the Contract awarded from this ITB, or the Contractor's reassignment of the Contract to a successor Contractor. The plan must provide provisions for transitioning all partial DNA samples and/or test results to a subsequent Contractor in the event the Contractor does not continue as Department's Contractor.

[1] The Transition Plan shall provide detailed steps for an orderly, efficient, and controlled transition of the samples to a successor Contractor. There shall be no cost associated with the plan or the transition to either the Department or the successor Contractor.

[2] Upon termination or expiration of the Contract, the Contractor shall assist the Department in making an orderly, effective, and controlled transition to a subsequent vendor or entity. Failure to cooperate with the Department in making an orderly, effective, and controlled transition may result in non-payment of outstanding invoices.

### 3.2.20 Corrective Action Plan

a. Using this ITB and resulting awarded Contract as the basis, the Department is authorized to identify deficiencies with the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

b. The proposed CAP is due within ten (10) business days of the date of any hardcopy or e-mail letter from the Department, which identifies a deficiency or deficiencies and requests a CAP.

c. The Department shall notify the Contractor within ten (10) business days of the receipt of a CAP as to the acceptability of the plan and will allow ten (10) business days for the Contractor to submit a clarification or revision if the plan is deemed unacceptable to the Department.

d. Upon the Department's acceptance of the CAP, the Contractor shall have up to thirty (30) calendar days or a time period mutually agreed upon by the Department and the Contractor to successfully implement and complete the agreed upon CAP to rectify the problem(s). Failure to respond to a request for corrective action, or failure to meet a CAP may result in termination of the Contract within thirty (30) calendar days unless the Department deems it necessary to terminate the Contract immediately.

e. The Department reserves the right to exercise other remedies, including but not limited to, using other genetic testing Contractors during and after any Corrective Action Plan action.

### 3.2.21 Invoice Procedures

a. The "Monthly Invoice and Substantiating Report" forms will be provided to the awarded Contractor in an Excel format. The DNA Testing Contractor will be paid for each completed case which consists of all parties designated by the Department who are associated with a child support case that results in a final test confirming or excluding paternity. Note: See the Monthly Invoice and Substantiating Report layout in Exhibit 7 of this ITB

Note: Requests for extensions of completed test turnaround time shall be e-mailed by the Contractor no less than one (1) business day, in advance of the fourteen (14) calendar day turnaround time to the Department's Contract Manager and/or designee. The Department shall thereafter promptly respond by email to the Contractor to its request for an extension of time. Extension time approvals from the Department must be included with monthly invoicing documentation provided by the Contractor to the Department Contract Manager and Invoice Processor to enable payment for exceptions. If not provided, any billed item that exceeds the required fourteen (14) day completed test turnaround time **will not be paid.**

b. The Contractor shall email its complete and accurate Monthly Invoice and Substantiating Report in a Microsoft Excel spreadsheet format prescribed by the Department to the Department's Contract Manager and Invoice Processor designee on a monthly basis.

c. The Department shall pay only for timely and accurate performance results that meet the requirements of this ITB and resulting awarded contract. The Testing Contractor will be paid by authorization numbers or other unique numbers provided by the Department that are assigned to parties in completed tests and are included in the monthly billings.

Note: If the turnaround time for providing completed test results to the Department exceeds fourteen (14) calendar days after receipt of the final DNA sample by the laboratory, the Department shall not be charged for testing unless the Contractor notifies the Department's Contract Manager and invoice processor in advance by email of extenuating circumstances and justifying reasons that will cause a delay in submitting the results. In such instances the Department will make the final determination for payment or non-payment.

d. The Contractor shall email its Monthly Invoice and Substantiating Report by the 15th of each subsequent month unless it needs additional time and thereby notifies the Department's Contract Manager and invoice processor in advance by email of extenuating circumstances with justifying reasons that will cause a delay in submitting its Monthly Invoice and Substantiating Report.

e. The Contractor's invoices shall include completed tests only, consisting of all parties, with the following exception:

Upon notice from the Department that paternity has been established or that a DNA paternity test is no longer needed, the Contractor shall terminate the DNA testing process for that case. The Department will not compensate the Contractor for tests that are completed after notice is given by the Department to terminate testing.

f. The Contractor shall not submit, and the Department will not pay, for the following:

1. Untimely billed items contrary to the ITB and resulting awarded Contract requirement.
2. Work performed in a prior Contract year (except for invoices for work performed in December that are submitted in January).
3. Work that is incomplete and/or inaccurate.
4. Mishandled, lost, and/or damaged work.
5. Genetic tests requiring retesting of DNA samples related to the release of erroneous genetic test result information by the Contractor.

g. All invoices must be billed to the Department under the Contractor's name.

h. For each person to be collected and tested in association with a Department case, a tracking number will be assigned by the Department containing at least one (1) unique number such as an "Authorization Number", "Case Number", or "Business Partner Number" provided by the Department to the Contractor.

i. An Excel file containing the "Monthly Invoice and Supporting Documentation Report" format will be emailed to the Contractor within five (5) business days from the start date of the Contract. Note: See the Monthly Invoice and Supporting Documentation Report layout in Exhibit 8 of this ITB

j. The Contractor's Invoice and the Monthly Substantiating Report shall include the following:

1. The full legal names of all parties genetically tested in a completed test for which the Department is being invoiced;
2. The date the DNA samples were tested and date the results posted on the Contractor's secure web site for Department staff to view;
3. The Department's associated billing account number;
4. The Contractor's invoice account date;
5. The rate cost(s) agreed to in the Contract;
6. The Authorization Number and other number provided by the Department;
7. Any additional information required by the Department.

k. The Department's Contract Management Team (CMT) shall review each monthly Invoice along with its related Substantiating Report containing supporting documentation. If necessary, the Department's CMT invoice processor shall email an initial "denial" report to the Contractor outlining discrepancies contained in any monthly invoice and substantiating documentation.

l. Within thirty (30) calendar days of the date of the denial report, the Contractor may refute the denial report findings and submit rebuttal documentation to substantiate the earning of payment to the Department Contract Manager and/or designee. Thereafter, if any invoice discrepancies remain, the Contract Manager and/or designee along with the Contractor shall make diligent efforts to resolve the discrepancies within a thirty (30) calendar day period after the Department's review of the Contractor's rebuttal.

m. Final invoices for payment of services must be received by the Department Contract Manager and/or designee within sixty (60) calendar days of performance and/or the termination date of the Contract. If the Contractor fails to comply with this provision, the Contractor may not be entitled to payment for those services at the determination of the Department.

n. The Contractor must coordinate electronic direct deposit payments through the Florida Department of Financial Services in order to receive payments for invoices from the Department.

[http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm)

### 3.3 Category B - DNA Collection Contractor

#### 3.3.1 When Services Are To Be Performed

The Contractor shall contact and coordinate scheduling with Correctional facilities within seven (7) calendar days of a request emailed from the Department for DNA collection of any person in a correctional facility identified by the Department.

The Contractor shall coordinate with correctional facilities to schedule and obtain DNA samples within (14) calendar days of receipt of the Department's request for obtaining a DNA sample from individuals. If the correctional facility is unable to accommodate this time frame, the Contractor must inform the Department within seven (7) calendar days of experiencing problems.

The Contractor shall mail DNA samples to the Department's DNA Testing Contractor within fourteen (14) calendar days of contact with the correctional facility, as documented on the DNA Collection Contractor's secure web site.

Exceptions to the fourteen (14) calendar day requirement must be emailed in advance by the Contractor to the appropriate Department service center staff, and to the Department's Contract Manager or designee.

#### 3.3.2 What Services Are To Be Performed

The Contractor shall collect DNA samples from alleged fathers and/or mothers, and/or children in correctional facilities at the request of the Department.

The annual number of DNA collection requests from the Department may increase or decrease throughout the term of a Contract. The Department does not guarantee that its collection volume will increase, decrease, or remain the same as in past years. For the 12 months prior to November 2011, a total of 3,238 DNA samples were collected from individuals in correctional facilities for the Department.

#### 3.3.3 Where Services Are To Be Performed

The DNA Collection Contractor shall arrange for and assure the collection of DNA samples from individuals who are in correctional facilities in Florida. "Correctional facilities" includes local, state, or federal correctional facilities, as well as in private prisons that are operated under contract with a government agency. Further, the Contractor and its subcontractors, if any, shall follow correctional facility protocols and procedures.

The DNA Collection Contractor shall also collect DNA samples from individuals located outside the state of Florida but within the United States or Puerto Rico when the Department proceeds with long-arm jurisdiction.

Bidders will bid a separate price for collection of DNA samples collected when the individual is in a correctional facility in Florida, and a separate price for collection of DNA samples when the individual is in another state or Puerto Rico in long-arm cases.