

COSTARS CONTRACT 4400005715

FOR

GENETIC PARENTAGE TESTING SERVICE

PERIOD OF CONTRACT 12/7/09 THRU 8/31/12

SUPPLIER

ORCHID CELLMARK INC  
5698 SPRINGBORO PIKE  
DAYTON, OHIO 45449-9831

SPEC NO. 6314

CONTRACT NO. *47210*

USE 9999999 & SHOW VENDORS LIST ABOVE IN THE DESCRIPTION





**FULLY EXECUTED**  
**Contract Number: 4400005715**  
Contract Effective Date: 07/29/2009  
Valid From: 09/01/2009 To: 08/31/2012

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
Name: Braxton Jan  
Phone: 717-703-2943  
Fax: 717-346-3820

Your SAP Vendor Number with us: 179622

**Supplier Name/Address:**  
ORCHID CELLMARK INC  
5698 SPRINGBORO PIKE  
DAYTON OH 45449-9831 US

**Please Deliver To:**  
  
To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 8287540233  
Supplier Fax Number: 937-242-4322

**Contract Name:**  
8512 Genetic Parentage Testing Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	DNA Parentage Testings -All Counties	24,865.000	Each	32.00	1	795,680.00
2	DNA - Phila County Only	4,500.000	Each	30.00	1	135,000.00

**General Requirements for all Items:**

**Header Text**

Genetic Parentage Testing Services are for all Counties throughout Pa. The Bureau of Child Support Enforcement in DPW will be working with each County to utilize this contract for DNA testing relative to Child Support.  
No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT  
FOR  
Lot 3 - Genetic Parentage Testing Services**

**THIS CONTRACT** for the provision of **Genetic Parentage Testing Services** ("Contract") is entered into this 10th day of July, 2009, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **Orchid Cellmark Inc.** ("Contractor").

**WHEREAS**, DGS issued a Request For Proposals for the provision of **Lab Services, Lot 3 - Genetic Parentage Testing Services** for Commonwealth executive agencies, RFP No. **610007834** ("RFP"); and

**WHEREAS**, Contractor submitted a proposal in response to the RFP; and

**WHEREAS**, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

**WHEREAS**, in response to the DGS BAFO request, Contractor submitted a BAFO Price Submittal; and

**WHEREAS**, DGS determined that Contractor's proposal, as revised by its final negotiated Price Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

**WHEREAS**, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Lot 3 - Genetic Parentage Testing Services** to the Commonwealth.

**NOW THEREFORE**, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Lot 3 - Genetic Parentage Testing Services** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Lot 3 - Genetic Parentage Testing Services** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Lot 3 - Genetic Parentage Testing Services** listed in its final negotiated Price Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.

4. Contractor agrees to meet and maintain the commitments to disadvantaged businesses made in its BAFO Disadvantaged Business Submittal, which is attached hereto as Exhibit C and made a part hereof. Any proposed change to a disadvantaged business commitment must be submitted to the DGS Bureau of Minority and Women Business Opportunities (“BMWBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Contract Terms and Conditions contained in Part V of the RFP, which is attached hereto as Exhibit A and made part of this Contract.
  - b. The Contractor’s final negotiated Price Submittal, which is attached hereto as Exhibit B and made a part hereof.
  - c. The Contractor’s BAFO Disadvantaged Business Submittal, which is attached hereto as Exhibit C and made a part hereof.
  - d. Parts I-IV of the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit A and made a part hereof.
  - e. The Contractor’s Technical Submittal, as revised by clarifications, which is attached hereto as Exhibit D and made a part hereof.
6. The following provision supplements the Work Statement set out in Part IV of Exhibit A. To the extent that there may be a conflict with Part IV of Exhibit A, the following paragraph takes precedence:

Lot 3 - Specific Requirements, Section IV-17 Testing, paragraph A. 2 is modified to state “Test results are required within 10 days. Some locations may request that the results be emailed with a hard-copy follow-up.”
7. The following provision supplements the Contract Terms and Conditions set out in Part V of Exhibit A. To the extent that there may be a conflict with Part V of Exhibit A, the following paragraph takes precedence:

### **Contract Provisions - Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification from the Commonwealth that the Commonwealth requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.
- e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007).

Witness:

CONTRACTOR:

WILLIAM J. THOMAS

By: Denise A. Malyska  
NOTARY

By: W. J. Thomas  
Vice President and General Counsel

DENISE A. MALYSKA 7-01-2009  
Printed Name/Date

Federal I.D. Number: 22-3392819

DENISE A. MALYSKA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 7, 2013

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES

By: To be affixed electronically  
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be affixed electronically  
Office of Chief Counsel Date

8-K-1530  
Office of General Counsel Date

8-K-1530  
Office of Attorney General Date

APPROVED FOR FISCAL RESPONSIBILITY,  
BUDGETARY APPROPRIATENESS AND  
AVAILABILITY OF FUNDS:

To be affixed electronically  
Comptroller Date

Appendix A - County DNA Information

County	Is a phlebotomist required to administer the tests?	Estimated days per week phlebotomist needed	Estimated Number of Tests	Pricing Level
Adams	yes	half day/2 mos	360	B
Allegheny	yes	5	3333	B
Armstrong	yes	1-2 days month	72	B
Beaver	No	0	300	C
Bedford	no	0	51	C
Berks	yes	Tuesday morn	2493	B
Blair	yes	1 day per month	246	B
Bradford	local hospital	0	168	A
Bucks	yes	one day/3 hrs	693	B
Butler	no	0	186	C
Cambria	yes	once a month	510	B
Cameron	no	0	30	C
Carbon	no	0	195	C
Centre	no	0	174	C
Chester	no	0	462	C
Clarion	no	0	78	C
Clearfield	no	0	240	C
Clinton	no	0	150	C
Columbia	no	once month	165	C
Crawford	no	0	300	C
Cumberland	yes	once in 14 days	330	B
Dauphin	yes	every 2 weeks	981	B
Delaware	yes	2 days	1017	B
Elk	yes	half day a month	72	B
Erie	no	0	1200	C
Fayette	no	0	540	C
Forest	no	0	3	C
Franklin	no	0	240	C
Fulton	yes	hour a month	15	B
Greene	no	0	180	C
Huntingdon	no	0	105	C
Indiana	no	0	120	C
Jefferson	yes	once a month	120	B
Juniata	no	as needed	60	C
Lackawanna	yes	once week	900	B
Lancaster	yes	twice month	816	B
Lawrence	yes	once a month	180	B
Lebanon	yes	once a month	300	B
Lehigh	yes	twice a month	501	B
Luzerne	yes	3	600	B
Lycoming	no	0	360	C
McKean	yes	twice a quarter	135	B
Mercer	no	0	225	C
Mifflin	no	0	180	C
Monroe	Yes	1 per month	120	B
Montgomery	no	0	900	C
Montour	yes	1/2 days month	60	B

# Overview for Contract

Prior to utilizing a contract, the user should read the contract in its entirety.

## CONTRACT DESCRIPTION

Genetic Parentage Testing Services (DNA) - Service to determine the paternity of children, on behalf of the Dept. of Public Welfare. This will include the collection of tissue samples in some counties by a non-invasive procedure, the scientific interpretation of the tissue samples and a report of the findings and conclusions for the Adult Section of the Family Division of the Court of Common Pleas or other agencies as needed.

## CONTRACT INFO

Material or Service	Service	
Title & Contract # (s)	4400005715 - Genetic Parentage Testing (Lot 3)	
Number of Suppliers	1	Pcard enabled: No
Validity Period	09/01/09 - 08/31/2012	
DGS BOP	Nicole Kramer	
Point of Contact		
Contact Phone #	(717) 346-7097	
Email	nkramer@state.pa.us	

## PRICING HIGHLIGHTS

Minimum Order Amount: N/A  
Philadelphia County: \$30.00 per test  
All Other Counties: \$32.00 per test

Purchase Orders will be issued by each County Domestic Relations Office and reference this contract.

## PROCESS TO ORDER

CONTRACT TYPE- SRM: NORMAL

This is an SRM line item contract which will require Purchase Orders to be issued against the contract.

Supplier Name & Address	COSTARS Participant	Vendor No.	Contract No.	Telephone No.	Fax No.	Contact Person	E-Mail
Orchid Cellmark Inc 5698 Springboro Pike Dayton, OH 45449-9831	Yes	179622	4400005715	(828) 754-0233	(937) 242-4322	Kathy Leis, Director of Operations	<a href="mailto:kleis@orchid.com">kleis@orchid.com</a>