

AWARD PACKAGE CHECKLIST BIDS

PROCUREMENT OFFICER CERTIFIES THAT THIS PROCUREMENT WAS CONDUCTED IN ACCORDANCE WITH THE MARICOPA COUNTY PROCUREMENT CODE.				
ACTION:		IFB AWARD		
SERIAL NUMBER:		190294-S		
SERIAL TITLE:		DNA Testing for Sexual Assault Evidence		
PROCUREMENT OFFICER: Andrea Stupka			DATE: 12/16/19	
APPROVED BY: <i>Molina J.M.</i>			DATE: 12/16/19	
CODE	PROVISION	ACTION	DOC IN FILE *	
	NEW SOLICITATIONS		PO	PS
MC1-323, 324, 313, 322, 360, & Procedure	2) Procurement Summary IFB	Procurement Officer	Yes	✓
Procedure	3) Procurement Status IFB	Procurement Officer	Yes	✓
Procedure	4) Rough Draft and Budget Approval (under \$500k)	Procurement Officer	Yes	✓
Procedure	5) Budget Approval Over \$500k	Procurement Officer	N/A	
MC1-313, 369, 404 & Procedure	6) Management Authorization IFB - Approved prior to Advertising	Procurement Officer	Yes	✓
MC1-325	7) Multi-Step Sealed Bidding Determination - Approved prior to Advertising	Chief Proc. Officer	N/A	
MC1-326	8) Phase One of Multi-Step Sealed Bidding - Unacceptable	Procurement Officer	N/A	
MC1-326	9) Phase One of Multi-Step Sealed Bidding - Acceptable	Procurement Officer	N/A	
Procedure	10) Sign-in Sheet from Pre-Bid Conference (if mandatory)	Procurement Officer	N/A	
MC1-354	11) Performance Bond Required (Amount if Yes) \$	Procurement Officer	N/A	
Per Solicitation	Insurance Reviewed and Accepted	Procurement Officer	Yes	✓
Procedure	12) Insurance Certificates Included	Procurement Officer	Yes	✓
Procedure	13) Agency Analysis for Award	Procurement Officer	Yes	✓
Procedure	14) Tabulation Sheet from BidSync	Procurement Officer	Yes	✓
Procedure	15) CGI InfoAdvantage Vendor Ordering Address Report	Procurement Officer	Yes	✓
Procedure	16) Verify Contractor De-Barment Status on SAM and/or Google Search	Procurement Officer	Yes	✓
Procedure	Create pricing in CGI	Procurement Officer	Yes	✓
Procedure	Create award in Bidsync	Procurement Officer	Yes	✓
Procedure	17) Attachment B Agreement Page (signed) and Attachment A Pricing (if applicable)	Procurement Officer	Yes	✓
Procedure	18) Copies of Applicable Notices to Respondents	Procurement Officer	Yes	✓
* PROCUREMENT OFFICER MUST INDICATE "N/A" IF PROVISION DOES NOT APPLY, "NO" IF THEY ARE NOT SUPPLYING THAT INFORMATION, "YES" IF THE DOCUMENTATION IS INCLUDED.				
ALL DETERMINATIONS ARE TO BE ATTACHED IN CHRONOLOGICAL ORDER TO THIS CHECKLIST.				



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: PROCUREMENT SUMMARY IFB

SOLICITATION TITLE: DNA Testing for Sexual Assault Evidence

ADVANTAGE DOCUMENT ID #: 190294-S

Bid Opening Date: September 17, 2019

Procurement Type: 5, A3 formal cost only

Requesting Department (s) and Contact Name(s): County Attorney, Jenifer Anderson-Romero/Cesar Tirado

Number of Bids Solicited: six hundred eighty-nine

Number of Responses Received: seven

Contract Term: one year

Renewal Option: four years

Contract Hearing Date (CPO Approval Date): December 19, 2019

Contract Start Date: December 19, 2019

Expiration Date: December 31, 2020

Previous Contract number: n/a

Previous Contract Title: n/a

Contractor Names: n/a

Previous Contract Expiration Date: n/a

Previous Contract Total: n/a

Previous Contract Spend: n/a

Previous Contract Length: n/a

Requested Contract Value: \$150,000.00

NIGP Code: 17523

1. Seven bids were received in response to this solicitation. The respondents were
 - 1.1 Bode Cellmark Forensics, Inc
 - 1.2 DNA Labs International
 - 1.3 Identifinder's International
 - 1.4 Marshall University Research Corporation
 - 1.5 Mitotyping Technologies
 - 1.6 Parabon NanoLabs, Inc
 - 1.7 Sorenson Forensics
2. The purpose/need of the contract is to provide qualified vendors that can provide deoxyribonucleic acid (DNA) testing of sexual assault evidence for multiple agencies.
3. Basis of Award: Multiple Award (all respondents that meet the minimum requirements).
4. Recommendation is made to award the contract(s) to:

<u>Vendor Number</u>	<u>Vendor Name</u>
VC0000005425	Bode Cellmark Forensics, Inc.
VS0000001804	DNA Labs International, Inc.
VS0000003359	Identifinder's International LLC
VC0000010747	Parabon Nanolabs Inc
VC0000002600	Sorenson Forensics

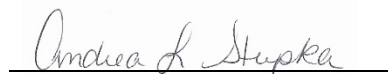
5. Unless otherwise noted, I found each vendor who submitted an offer to be responsible and all the bids submitted to be responsive to the solicitation requirements.
6. Marshall University Research Corporation and Mitotyping Technologies did not meet the insurance requirements. Both vendors were given the opportunity to modify their insurance and opted not to adjust their current insurance requirements.
7. In accordance with Department policy, I have accomplished the following:
 - Reviewed BidSync.com Supplier Classification Report and invited additional vendors (if not present on the report) through the BidSync.com solicitation;
 - Searched the Internet for additional vendors; and
 - Sent the vendor list to the customer for their review and additional vendors to be added.

8. OPS AGENDA TEXT:

Approve the contract for award at an estimate of \$150,000 over one year until December 31, 2020 with four-year renewal options. The effective date of the contract will be December 19, 2019. The purpose of the contract is to provide to Maricopa County with qualified vendors that can provide deoxyribonucleic acid (DNA) testing of sexual assault evidence for multiple agencies.

9. Cost Savings/ Cost avoidance

There is nothing to compare this award to as this is a new contract.


Andrea Stupka
Procurement Officer

12/13/19
Date



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **PROCUREMENT STATUS - IFB**

TO: Cesar Tirado - VIA E-MAIL

BID SERIAL TITLE: DNA Testing for Sexual Assault Evidence

BID SERIAL NUMBER: 190294-S

DATE: 12/13/2019

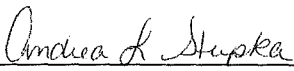
FROM: Andrea Stupka

This is to confirm Office of Procurement Services has received your requisition and/or specifications/Scope of Work. After reviewing your requirements, I have determined a formal solicitation, Invitation for Bids, must be issued in accordance with article MC1- 315 of the Maricopa County Procurement Code in order to satisfy your requirements.

Based upon the type of procurement method and the complexity of the requirement, the following schedule represents **approximate milestones** to complete the procurement process.

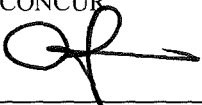
MILESTONE ACTION	PROPOSED DATE	ACTUAL DATE
1. Receive draft of your Specification / Scope of Work:		4/19/19
2. Submit OPS Management Authorization request:	6/4/19	
3. Received OPS Management Authorization:	6/4/19	
4. Submit for QA/QC review		6/14/19
5. Receive QA/QC comments and incorporate into documents		6/27/19
6. Send rough draft IFB, approval letter and Budget Approval to review:	5/24/19	
7. Receive rough draft IFB, pricing line items, and approval letter(s) with your edits/comments:	5/31/19	6/12/19
8. Incorporate your edits/changes into draft IFB:	6/5/19	6/14/19
9. Peer review of IFB documents and Bidsync:	8/22/19	
10. Support review and load into S: Drive:		8/16/19

11. Advertise IFB:	8/22 & 8/29/19	
12. Hold preproposal conference:	9/10/19	
13. Q&A proposed close date with answers:	9/12/19	
14. Open proposals:	9/17/19	
15. Conduct initial review of proposals:	9/19/19	
16. Forward agency analysis to your department:	9/23/19	10/2/19
17. Receive agency analysis with your edits/comments:	10/2/19	10/8/19
18. Notification of non-successful bidders:		
19. Request Certificates of Insurance from Respondent(s):	10/7/19	10/9/19
20. Risk review of COI(s):	10/14/19	10/29 – 12/10/19
21. Create pricing in CGI:	11/14/19	12/13/19
22. Create award in Bidsync:	11/14/19	12/13/19
23. Complete award package:	11/14/19	12/13/19
24. Office of Procurement Services and legal department contract approval:	11/21/19	12/19/19
Total Approximate Procurement Lead Time:	216+ days	244+ days


 Andrea Stupka
 Procurement Officer

12/13/19
 Date

CONCUR


 County Attorney Rep

12.13.19
 Date

These milestones may vary based upon your department's ability to allocate time to review the draft IFB and the bids received, ability to attend various meetings and the number and complexity of bids involved in the evaluation process. Additionally, a Respondent may protest the final contract award decision, which would delay the process further until it is resolved according to the Maricopa County Procurement Code.

If you have any questions concerning the procurement process or these milestones, please contact me so we may discuss your issue(s).



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **ROUGH DRAFT APPROVAL**

TO: Gretchen McClellan, County Attorney - VIA E-MAIL

BID SERIAL TITLE: DNA Testing for Sexual Assault Evidence

BID SERIAL NUMBER: 190294-S

DATE: July 26, 2019

FROM: Andrea Stupka

The attached draft solicitation is submitted for your review and approval. Please make any modifications and/or corrections you feel necessary concerning the Specifications, estimated usage, terms & conditions, including additions of like items directly to the draft. Also, please complete the document showing your departments estimated expenditure information and provide a list of any additional vendor(s) that you determine should be included. The documents are in reviewing mode and will automatically track all changes (for information on editing in the review mode please consult MS Help option). Please e-mail ("forward", (do not "reply")) your response of your approval (below) to Andrea Stupka. Also attach the revised proof and vendor list to your e-mail.

It is important to know that the solicitation meets your minimum requirements. It is assumed that any services, supplies or equipment offered meeting the specifications are satisfactory, disregarding brand name, type or model. In order to meet our current procurement schedule, please respond by July 12, 2019 to avoid processing delays.

If you have any problems opening these files, please let me know immediately.

APPROVAL

TO: Andrea Stupka, Procurement Officer
FROM: Gretchen McClellan

(Please enter an X in the block next to the appropriate response below.)

- ☐ The attached draft solicitation is approved as submitted.
- ☒ The attached draft solicitation is approved as modified. See changes.

Estimated Budget Amount: \$ 150,000 to cover an initial one (1) year term.

Gretchen McClellan
Typed Name

Handwritten signature of Gretchen McClellan in black ink.
Signature

July 26, 2019
Date

**THIS FORM SHOULD BE SCANNED AND FORWARDED, ELECTRONICALLY, TO THE
PROCUREMENT OFFICER.**



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: MANAGEMENT AUTHORIZATION - IFB

BID SERIAL TITLE: DNA Testing for Sexual Assault Evidence

BID SERIAL NUMBER: 190294-S

1. The basis of this solicitation is:

What product or service is being solicited?

Qualified vendors that can provide deoxyribonucleic acid (DNA) testing of sexual assault evidence for multiple agencies. The scope of the project primarily includes Y-screening and autosomal STR (Short Tandem Repeat) testing of sexual assault kit evidence in the form of untested and/or pre-screened sexual assault kits. Upon request, Maricopa may seek advanced DNA testing on individual evidence samples including:

- Y-STR analysis (Short Tandem Repeat on the Y-chromosome)
- mtDNA analysis (Mitochondrial DNA)
- SNP testing and Forensic Genealogy research
- DNA Phenotyping

What time constraints does the requesting department have?

The resultant contract will be related to two overlapping grants that are in existence now. The current end of the grant project is September 30, 2021.

What departments are expected to utilize this contract?

County Attorney

If this is a replacement solicitation for an existing contract, please provide: **New Contract**

Contract number: _____

Contract Title: _____

Contract Expiration Date: _____

Previous Contract Total: _____

Previous Contract Spend: _____

Previous Contract Length: _____

2. The requested term of this contract is one (1) year with four (4) annual renewal options.

3. The rough estimated budget is \$150,000.00

4. The rationale for performing this solicitation as an IFB versus an RFP is:

The services needed are easily defined within the scope of the work and the testing is done on unit basis.

6. In accordance with article **MC1-404B** of the Maricopa County Procurement code, it has been determined the use of Brand Name or Equal Specifications is advantageous to the County based on the following information:

- No Specification for a common or general-use item or Qualified Products list is available; or
- Time does not permit the preparation of another form of Specification, other than a Brand Name or Equal Specification; or
- The nature of the product or Maricopa County's requirements makes use of a Brand Name or Equal Specification suitable for this procurement.

Additionally, the Brand Name or Equal Specification designates as many different brands as are practicable as "or equal" references and includes a description of the particular design, functional, or performance characteristics that are required.

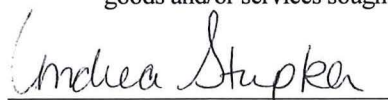
Furthermore, this solicitation uses the Brand Name or Equal Specification to explain that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

This solicitation also states that products substantially equivalent to those brands designated shall qualify for consideration.

7. It is anticipated that multiple contract awards may be necessary based on the following:

- Such an award is necessary to obtain the required quantity or delivery; or
- A single award is not advantageous to Maricopa County; or
- This multiple award is limited to the least number of suppliers necessary to meet the requirements of the using agency (ies); or,
- A regional multiple award is required because the County's material or service needs are widely scattered or a particular requirement of this award is local in nature.

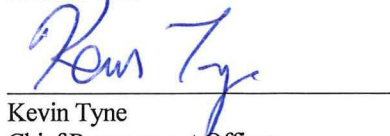
Based on the above, and in accordance with article **MC1-313** of the Maricopa County Procurement Code, I hereby determine it to be in the County's best interest to solicit with the intent to award multiple contracts to provide the goods and/or services sought by this Solicitation.



Andrea Stupka
Procurement Officer

6-4-19
Date

APPROVED



Kevin Tyne
Chief Procurement Officer

6/4/19
Date

cc: 190294



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

MEMO: **AGENCY ANALYSIS FOR AWARD**

TO: Gretchen McClellan, Grant & Contract Administrator Supervisor, County Attorney

BID SERIAL TITLE: DNA Testing for Sexual Assault Evidence

BID SERIAL NUMBER: 190294-S

DATE: 10/2/2019 -revised

FROM: Andrea Stupka

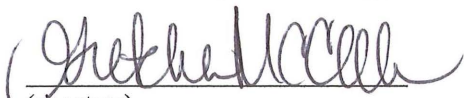
Seven bids were received in response to this solicitation from approximately six hundred eighty-nine requests for bid/ E-Mails sent out, pulled off the County's Web site or viewed on BidSync.

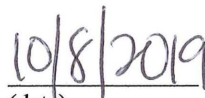
Based upon an evaluation of the bids, the following Respondent are recommended for award (see highlighted items for each):

1. Bode Cellmark Forensics, Inc.
2. DNA Labs International
3. Identifinder's International
4. Marshall University Research Corporation
5. Parabon NanoLabs, Inc.

Please review the attached tabulation report and the documents of the five recommended respondents submittal paperwork and perform any required due diligence of solicitation criteria and return your analysis to me by October 10, 2019 for recommendation of award and scheduling on the appropriate agenda for formal action.

Recommended Respondents are approved for award:


(signature)


(date)

Recommended Respondents are not approved for the following reason(s): (attach your analysis, criteria / explanation)

Recommend award to:

(Respondent(s))

(signature)

cc: 190294

Andrea Stupka (OPS)

From: Andrea Stupka (OPS)
Sent: Monday, November 25, 2019 10:48 AM
To: Cesar Tirado
Cc: Jennifer Anderson-Romero; Joey Molina (OPS); Rachel Mitchell
Subject: RE: 190294 tab sheet.xls

Cesar,

I just heard back from Randall and we are allowed to award to all the vendors as long as they all meet the insurance requirements. I will be sending out the notification to Mitotyping and Sorenson today for them to provide their insurance requirements. Please let me know if you have any questions.

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

From: Cesar Tirado <Tiradoc@mcao.maricopa.gov>
Sent: Thursday, November 21, 2019 2:17 PM
To: Andrea Stupka (OPS) <Andrea.Stupka@Maricopa.Gov>
Cc: Jennifer Anderson-Romero <andersoj@mcao.maricopa.gov>; Joey Molina (OPS) <Joey.Molina@Maricopa.Gov>; Rachel Mitchell <mitchelr@mcao.maricopa.gov>
Subject: RE: 190294 tab sheet.xls

Hi Andrea,

Thanks for the clarification and all of your help throughout this process!

Unfortunately, awarding these vendors by line items is not going to work because the way we intended for this to be set up is to have various options for our law enforcement agencies to pick one from of these vendor labs to work their case based on the needs of their case. Each case is different and some cases may require more than just one line item. The last thing we need is to bounce these cases around to different vendors when one vendor can bundle those services together, and usually at a discounted rate.

I apologize for the miscommunication but I just spoke to both Gretchen and Jennifer and that has been our intent and understanding all along from our end.

We would prefer to have all of these labs under contract for all of the services that they can provide at the rates that they have indicated and then we can offer those options to our law enforcement agencies to decide which lab they want to send their case to based on the needs of their case. That is the reason we had indicated in the RFP that just because they get awarded or are under contract with us, it does not require us to send them any cases.

Please let us know if there is anything we can do or if you need anything from us.

Thanks again,

Cesar A. Tirado
Program Coordinator, Sexual Assault Kit Initiative
Special Victims Division
Maricopa County Attorney's Office
(602) 506-1581 Desk
(602) 690-0553 Mobile
tiradoc@mcao.maricopa.gov

From: Andrea Stupka (OPS) <Andrea.Stupka@Maricopa.Gov>
Sent: Thursday, November 21, 2019 1:45 PM
To: Cesar Tirado <Tiradoc@mcao.maricopa.gov>
Cc: Jennifer Anderson-Romero <andersoj@mcao.maricopa.gov>; Joey Molina (OPS) <joey.molina@maricopa.gov>
Subject: FW: 190294 tab sheet.xls

Cesar,
I'm responding to your voice mail, yes the highlighted means they would be awarded that line item.
I'm also attaching a revised tab sheet as Marshall University could not meet the insurance requirements.

Please let me know if the revised potential awardees will work for the line items.

Andrea Stupka, CPPB
Procurement Officer (66)
Maricopa County Office of Procurement Services
Our new address:
160 S. 4th Ave
Phoenix, AZ 85003
Ph (602) 506-3504
Fax (602) 506-6766 ****NEW****
How are we doing?

From: Andrea Stupka (OPS)
Sent: Thursday, November 21, 2019 11:07 AM
To: Cesar Tirado <tiradoc@mcao.maricopa.gov>
Cc: 'Anderson-Romero Jennifer (andersoj@mcao.maricopa.gov)' <andersoj@mcao.maricopa.gov>
Subject: 190294 tab sheet.xls

Cesar,
The attached spreadsheet is what I sent out as the recommendation for award, please let me know if this would work?
Provide an explanation if it would not.

Thank you,

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?



**Maricopa
County**

Welcome astupka | [Logout](#)

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or call 800.990.9339

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☐ Award Multiple Suppliers

Awarding Bid #190294-S - DNA TESTING FOR SEXUAL ASSAULT EVIDENCE



[Send PreAward Notification](#) | [Weighted](#) | [Reorder Bidders](#)

Description													
190294-S--01-01 - DNA TESTING FOR SEXUAL ASSAULT EVIDENCE													
Award	Supplier	Qualifications	Unit	Price	Qty	Price	Head	Attn.	Docs	Offer	Notes	My Notes	Reject
<input checked="" type="radio"/>	Not Awarded												
<input type="radio"/>	<u>Parabon</u> [D] [AA]				1								
<input type="radio"/>	<u>Identifinders international</u> [D] [AA]				1								
<input type="radio"/>	<u>DNA Labs International</u> [AdL] [D] [AA]				1								
<input type="radio"/>	<u>Bode Cellmark Forensics, Inc.</u> [D] [AA]				1								
<input type="radio"/>	<u>Sorenson Forensics</u> [D] [AA]				1								
<input type="radio"/>	<u>Mitotyping Technologies</u> [D] [AA]				1								
<input type="radio"/>	<u>Marshall University Research Corporation</u> [D] [AA]				1								

Supplier Notifications

Anchea Stupka 9-17-19

Agency Invited 3

No Bid Count 0

Award Scenarios

Bif 9/17/19

Create New Scenario

Name

[Save Current Scenario](#)

Scenario Name

Scenario Total

Actions

PREAWARD NOTIFICATION ATTACHMENT

SOLICITATION TITLE:	DNA Testing for Sexual Assault Evidence
SERIAL NUMBER:	190294-S
OPENING DATE:	
BUYER:	Andrea Stupka
TELEPHONE:	

Please capture all the pricing that the vendors provided - check the vendors submitted pricing in their folders.

Alphabetical listing of Bidders:

BIDDER NAME:			
LOCATION: (City,State)			
PAYMENT TERMS:			
PRICING			
ITEM DESCRIPTION	UNIT PRICE (each)	UNIT PRICE (each)	UNIT PRICE (each)
1.1 Sexual Assault Kit (SAK) Screening and Analysis			Identifier's Intern
1.1.1 Additional STR or Y-STR Amplification (Reference)	\$ 200.00	\$ 225.00	Fountain Valley,
1.1.2 Additional STR or Y-STR Amplification (Evidence)	\$ 200.00	\$ 225.00	Net 30
1.1.3 Non-swab sampling fee (i.e. underwear, sanitary pad, gauze, etc.)	\$ 50.00	\$ 195.00	
1.2 Sexual Assault Kit Pricing:			
1.2.1 Y-screening of kit contents to include all probative body swabs	\$ 450.00	\$ 795.00	
1.2.2 Single Contributor and No Consensual Sex Cases -one evidence and one reference sample will proceed for STR Testing	\$ 450.00	\$0.00 Included in Y-Screening Fee #40	
1.2.3 Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample will proceed for STR Testing	\$ 650.00	\$0.00 Included in Y-Screening Fee #40	
2.1 Part B: Advanced Forensic DNA Testing of Previously Tested Sexual Assault Kits			
2.1.1 STR or Y-STR testing of evidence sample	\$ 695.00	\$ 395.00	
2.1.2 STR or YSTR testing of an extract	\$ 549.00	\$ 395.00	
2.1.3 Reference Sample/Hit Confirmations	\$ 595.00	\$ 225.00	
2.1.4 mtDNA testing – Evidence	\$ 2,900.00	\$ N/A	
2.1.5 mtDNA testing – Reference	\$ 1,900.00	\$ N/A	
2.1.6 Serology- Large Item	\$ 450.00	\$ 495.00	
3.1 Part C: Forensic Genealogy Service			
3.1.1 DNA Extractions (if required)	\$645 per extraction	\$ 395.00	\$ 225.00

3.1.2 Genealogy Suitability Case Review	\$225/hr*	*Waived for the first 50 cases.	\$0.00	Included	\$ 150.00
3.1.3 Sample Quality Verification – sample re-quantification (if required)	\$0^	^for Bode	\$ 295.00		\$ 125.00
3.1.4 DNA Extraction and Quantification	N/A	extracts. \$250 equals 3.1.1 + 3.1.3	\$ 395.00		\$ 300.00
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)	\$1,500	\$700 for FTDNA	\$ 1,495.00		\$ 800.00
3.1.6 Forensic Genealogy Investigation (up to 10 hours)	\$2,300		\$ 2,495.00		\$ 1,000.00
3.1.7 Ongoing Database Monitoring	\$0~	~for 12 months	\$0.00	Included	0
3.1.8 Confirmation Testing	\$595		\$ 395.00	STR	\$450 or \$110
4.1 Part D: DNA Phenotyping					
4.1.1 DNA Extractions (if required)	\$		\$ 395.00		\$
4.1.2 DNA Phenotyping	\$		\$0.00		\$
	KIT NAME	UNIT PRICE	KIT NAME	UNIT PRICE	KIT NAME
5.1 Y-STR Testing (per section 2.5.2)	PowerPlex Y23	\$ 695.00	Y-23	\$ 495.00	
			Y-Filer + Available 2020	Kinship Testing Available - STR Price #46 \$395.00	
6.1 mtDNA Testing (per section 2.5.3.1)	HV1/HV2	\$ 2,900.00	N/A	\$N/A	
7.1 DNA Phenotyping (per section 2.7.1)		\$		\$0.00	
Proof of ISO 17025 standard by ANAB (ANSI-ASQ National Accreditation Board or A2LA)	Yes		Yes		not required
Proof of annual Federal Bureau of Investigations (FBI) QAS (Quality Assurance Standards) audits	Yes		??		not required
Documentation of NEPA (National Environmental Policy Act) Compliance.	Yes		Yes		
Demonstrated proof of five years of forensic experience in processing sexual assault kits and the ability to interpret complex DNA mixtures.	Yes		Yes		not required
Laboratory DNA analyst or DNA technical leader's resume or CV.	Yes		Yes		Yes

ational
CA

See Addendum, Item (1)

No Award

Marshall University Research Corporation
Huntington, WV
Net 30

**UNIT PRICE
(each)**

\$ 150.00

\$ 150.00

0

\$ 450.00

\$ 200.00

\$ 300.00

\$ 250.00

\$ 200.00

\$

\$

\$ 175.00

\$

No Award

Mitotyping Technologies
State College, PA
Net 30

**UNIT PRICE
(each)**

\$

\$

\$

\$

\$

\$

\$

\$

\$

see attached pric list

see attached pric list

\$

\$

Parabon NanoLabs, Inc
Reston, VA
Net 20

**UNIT PRICE
(each)**

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

<p>See Addendum, Item (1)</p> <p>See Addendum, Item (1)</p> <p>See Addendum, Item (2)</p> <p>See Addendum, Item (3)</p> <p>See Addendum, Item (4)</p> <p>See Addendum, Item (5)</p>		\$		\$		\$0 - Free	
		\$		\$		\$ N/A	
		\$		\$		\$ N/A	
		\$		\$		\$ 1,500.00	
		\$		\$		\$ 2,333.33	See attachment in Tab 2 for options & standard packages
		\$		\$		\$0 - Free	
		\$		\$		\$ N/A	
		\$		\$		\$ N/A	
		\$		\$			This does not include required DNA processing (genotyping) which is quoted in 3.1.5 above. It is phenotyping only. See attachment in Tab 2 for options & discounts
	UNIT PRICE		KIT NAME	UNIT PRICE	KIT NAME	UNIT PRICE	
	\$		\$		\$		
	\$		\$		\$		
	\$		\$		\$		
		Yes					not required
		??			not required		not required
		Yes					
		Yes			Not required		not required
		Yes					not required

Sorenson Forensics
Salt Lake City, UT
Net 30

UNIT PRICE
(each)

\$	231.00	At time of original testing
\$	434.00	At time of original testing

\$	295.00
----	--------

\$	500.00
----	--------

\$	665.00
----	--------

\$	965.00
----	--------

\$	671.00
----	--------

\$	580.00
----	--------

\$	352.00
----	--------

N/A

N/A

\$	786.00
----	--------

N/A

N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
KIT NAME	UNIT PRICE
Y23	\$ 671.00
N/A	N/A
N/A	N/A
Yes	
Yes	
Yes	
Yes	
Yes	

Bode Cellmark Forensics, Inc.

Ordering Address

PR001

Vendor Alias/DBA Name	
Vendor Code	VC0000005425
Old Vendor Code	20110024070
Vendor Active Status	Active
Vendor Street 1	10430 FURNACE RD STE 107
Vendor Street 2	
City, State ZIP	LORTON, VA 22079
Vendor Phone	703-646-9762

Contact ID	Contact Name	Contact Phone	Contact Email
PC0000000005	JESSICA DANSO	703-646-9875	CONTRACTS@BODETECH.COM

DNA LABS INTERNATIONAL, INC

Ordering Address

AD0000000004

Vendor Alias/DBA Name	
Vendor Code	VS0000001804
Old Vendor Code	
Vendor Active Status	Active
Vendor Street 1	PO BOX 910
Vendor Street 2	
City, State ZIP	DEERFIELD BEACH, FL 33443
Vendor Phone	954-426-5163

Contact ID	Contact Name	Contact Phone	Contact Email
PC0000000004	Accounting Department	954-426-5163	accounting@dnalabsinternational.com

Identifinders International LLC

Ordering Address

AD0000000002

Vendor Alias/DBA Name	
Vendor Code	VS0000003359
Old Vendor Code	
Vendor Active Status	Active
Vendor Street 1	18198 Aztec Ct
Vendor Street 2	
City, State ZIP	Fountain Valley, CA 92708
Vendor Phone	714-296-3065

Contact ID	Contact Name	Contact Phone	Contact Email
PC0000000002	Colleen Fitzpatrick	714-296-3065	CFitzp0425@gmail.com

PARABON NANOLABS INC

Ordering Address

AD0000000002

Vendor Alias/DBA Name	
Vendor Code	VC0000010747
Old Vendor Code	
Vendor Active Status	Active
Vendor Street 1	11260 ROGER BACON DR STE 406
Vendor Street 2	
City, State ZIP	RESTON, VA 20190
Vendor Phone	703-689-9689

Contact ID	Contact Name	Contact Phone	Contact Email
PC0000000002	Julie Madden	703-689-9689 207	julie@parabon.com

SORENSEN FORENSICS

Ordering Address

PR001

Vendor Alias/DBA Name	
Vendor Code	VC0000002600
Old Vendor Code	20110026070
Vendor Active Status	Active
Vendor Street 1	2511 SW TEMPLE
Vendor Street 2	
City, State ZIP	SALT LAKE CITY, UT 84115
Vendor Phone	800-956-9362

Contact ID	Contact Name	Contact Phone	Contact Email
PC0000000009	CARMELITA MARTINEZ	801-462-1438	DRODEE@SORENSONGENOMICS.COM

SAM Search Results
List of records matching your search for :

Search Term : Bode Cellmark Forensics Inc*
Record Status: Active

ENTITY	BODE CELLMARK FORENSICS, INC.	Status: Active
DUNS: 836358176	+4:	CAGE Code: 02UE7 DoDAAC:
Expiration Date: 03/03/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10430 Furnace Rd Ste 107		
City: Lorton	State/Province: VIRGINIA	
ZIP Code: 22079-2626	Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Search Term : DNA Labs International Inc*
Record Status: Active

ENTITY	DNA Labs International, Inc.	Status: Active
DUNS: 181374435	+4:	CAGE Code: 383K9 DoDAAC:
Expiration Date: 06/18/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 260 SW NATURA AVE # 2	City: Deerfield Beach	State/Province: FLORIDA
ZIP Code: 33441-3026		Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Search Term : Identifinders International LLC*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Parbon Nanolabs inc*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : sorenson forensics*
Record Status: Active

ENTITY	Sorenson Forensics, L.L.C.	Status: Active
DUNS: 962314683	+4:	CAGE Code: 77HY6 DoDAAC:
Expiration Date: 11/27/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2495 S West Temple	City: Salt Lake City	State/Province: UTAH
ZIP Code: 84115-3057		Country: UNITED STATES

ATTACHMENT B**AGREEMENT PAGE**

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_____ Check if a Small Business Enterprise (SBE)

Bode Cellmark Forensics, Inc.
RESPONDENT (FIRM) SUBMITTING PROPOSAL

54-1750293 836358176
FEDERAL TAX ID NUMBER DUNS #

Michael Cariola, CEO & President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

10430 Furnace Road, Suite 107
ADDRESS

703-646-9875 703-738-7221
TELEPHONE FAX #

Lorton VA 22079
CITY STATE ZIP

09/16/2019
DATE

WEBSITE: www.bodetech.com

EMAIL: contracts@bodetech.com

MARICOPA COUNTY, ARIZONA

BY: _____
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

ATTACHMENT B

AGREEMENT PAGE

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_____ Check if a Small Business Enterprise (SBE)

DNA Labs International

56-2486062

181374435

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

Allison Nunes



AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

260 SW Natura Avenue

(954) 426-5163

ADDRESS

TELEPHONE

FAX #

Deerfield Beach, FL

33441

September 17, 2019

CITY STATE ZIP

DATE

WEBSITE: www.dnabsinternational.com

EMAIL: allison@dnabsinternational.com

MARICOPA COUNTY, ARIZONA

BY: _____
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

SERIAL 190294-S

ATTACHMENT B

AGREEMENT PAGE

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_____ Check if a Small Business Enterprise (SBE)

Identifinders International
RESPONDENT (FIRM) SUBMITTING PROPOSAL

Colleen Fitzpatrick, PhD - President
PRINTED NAME AND TITLE

18198 Aztec Ct.
ADDRESS

Fountain Valley, CA 92708
CITY STATE ZIP

WEBSITE: www.identifinders.com
identifinders.wordpress.com

32-0394919 968884994
FEDERAL TAX ID NUMBER DUNS #


AUTHORIZED SIGNATURE

714-296-3065 N/A
TELEPHONE FAX #

14 Sep 2019
DATE

EMAIL: colleen@identifinders.com

MARICOPA COUNTY, ARIZONA

BY: _____
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE _____

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE _____

SERIAL 190294-S

ATTACHMENT C**REFERENCES****RESPONDENT SUBMITTING BID:** Identifinders International LLC

1. COMPANY NAME: Office of the United States Marshal of Northern Ohio
ADDRESS: 801 W. Superior Ave, Cleveland, OH 44113
CONTACT PERSON: U.S. Marshal Pete Elliott
TELEPHONE: (216) 522-4482 EMAIL: peter.elliott@usdoj.gov
2. COMPANY NAME: Office of the Attorney General, Criminal Justice Division
ADDRESS: 1800 Fifth Ave, Suite 2000, Seattle, WA 98104
CONTACT PERSON: Lindsey Wade, Senior Investigator, Sexual Assault Kit Initiative
TELEPHONE: (206) 247-4004 EMAIL: lindsey.wade@atg.wa.gov
3. COMPANY NAME: Idaho State Police Forensic Services
ADDRESS: 700 South Stratford Drive Suite 125
CONTACT PERSON: Meridian, Idaho 83642
TELEPHONE: (208) 884-7217 EMAIL: matthew.gamette@isp.idaho.gov
4. COMPANY NAME: Washoe County Sheriff's Office- Forensic Science Division
ADDRESS: 911 Parr Blvd., Reno, NV 89512
CONTACT PERSON: Lisa Smyth-Roam PhD, Supervising Criminalist – Biology Unit
TELEPHONE: (775) 328-2898 EMAIL: lsmyth-roam@washoecounty.us
5. COMPANY NAME: Warwick Police Dept.
ADDRESS: 99 Veterans Memorial Dr., Warwick, RI 02886
CONTACT PERSON: Detective Matthew Higgins
TELEPHONE: 401-468-4272 EMAIL: matthew.higgins@warwickri.com



ADDENDUM

Identifinders International is pleased to submit the enclosed bid to Maricopa County, AZ, in response to Solicitation No. 190294, "DNA Testing of Sexual Assault Evidence". Our bid covers line item 3.1 Part C: Forensic Genealogy Service, and the subitems thereunder.

Our proposal is based on the following assumptions:

- (1) 3.1.1 DNA Extraction, 3.1.2 Sample Quality Verification & 3.1.4 DNA Extraction and Quantification

Price of extraction and quantification is per swab or blood card. Extractions from touch DNA, clothing, or bone will be priced on an individual basis.

- (2) 3.1.5 Forensic Genealogy Screening

SNP testing performed under this line item will utilize microarray technology.

- (3) 3.1.6 Forensic Genealogy Investigation - Unlimited Hours

In our experience, the average solve time for a forensic genealogy case is about 60 days, for which an average of 200-300 hours of genealogical research is required. The reduction in size of the GEDmatch database available for use by law enforcement has in some cases extended solve times by weeks or months. We observe that fewer than 10% of cases can be solved using forensic genealogy within the ten-hour budget described by this solicitation; some cases may not be solvable at all. Even so, metadata, such as an ancestry report and match screening results, as described in line item 3.1.5, can be produced for all cases.

To meet the challenge of supplying manpower sufficient to approach the approximately 90% cases that are not solvable within the prescribed 10-hour limit, Identifinders uses professional genetic genealogists who volunteer their time to solve violent crimes. Our genealogists provide pro bono research services to Identifinders, allowing the company to offer cost-effective pricing but at the same time provide the extended manpower required to solve more difficult cases. We will provide at least 10 hours genealogical research on each case as required by the solicitation, unless it is solved within the 10-hour budget. Price includes firm fixed price management fee.

- (4) 3.1.7 Ongoing Database Monitoring

Ongoing database monitoring is offered at no additional cost. We put forth our best efforts to solve each case but may put a case on hold if we feel we are unable to make progress. We will continue to monitor all such cases for new matches and renew our efforts under line item 3.1.6 should any appear.

(5) 3.1.8 Confirmation Testing

For a family reference who is a second degree relative or closer, STR confirmation will be performed at-cost for \$450. For more distant relatives, where genetic genealogy must be used for confirmation, at-cost target testing at \$110 each will be performed for one or more living family references using Ancestry.com.

Please see the enclosed *Price Schedule for Additional Identifinders Services* for information on Y-DNA Genetic Genealogy Analysis and Whole Genome Sequencing- Bioinformatics testing and analysis options.

Sincerely,



Colleen Fitzpatrick, PhD
President
Identifinders International
18198 Aztec Ct., Fountain Valley, CA 92708
Cell: (714) 296-3065

Colleen Fitzpatrick, PhD

President, Identifinders International

18198 Aztec Ct, Fountain Valley, CA 92708 • Cell: (714) 296-3065 • email: colleen@identifinders.com

LAW ENFORCEMENT

Aug 11-Pr Identifinders International – President and Founder

Pioneering development of new genetic genealogy identification methods for solving cold cases for dozens of LE agencies including Phoenix PD, the US Marshal for N. Ohio, Off of the Chief State's Attorney for CT, NYPD, LA Sheriff's Office, Orange Co. CA DA, SSA Fraud Division, CO Bureau of Investigation, TN Bureau of Investigation, and dozens more. Cases include: Phoenix Canal Murders, GSK, Grim Sleeper, 2010 Lori Ruff identify fraud, 1984 Bennett Murders, 1974 Bernhardt Murders and many more.

Aug 17-Pr DNA Doe Project – Co-Founder and Co-Executive Director

Pioneering development of new genetic genealogy identification methods for identifying John & Jane Does - 50% success rate. Numerous success stories for NAMUS, NCMEC, dozens of LE agencies, and MEs.

INTERNATIONAL FRAUDS

2009-2014 Forensic Genealogist, *The Mascot*, Potential Holocaust Fraud

Leader and strategist on potential Holocaust literary fraud *The Mascot* - Melbourne, Australia

Sep 2008 Forensic Genealogist, Herman Rosenblat Holocaust Fraud Exposure

Strategist and researcher for team that exposed Herman Rosenblat's soon-to-be-published and Oprah-touted fraudulent best-selling "apple over the fence" Holocaust memoir

Feb 2008 Forensic Genealogist Misha Defonseca Holocaust Fraud Exposure

Strategist and researcher on team that exposed Misha Defonseca's fraudulent best-selling Holocaust memoir *Surviving with Wolves*

GOVERNMENT/MILITARY DNA IDENTIFICATION

Nov 11-Pr US Army Casualty and Mortuary Affairs Operations Center, Fort Knox, KY

Identification of Primary Next-of-Kin, aDNA, mtDNA and Y-DNA references for MIAs from past conflicts.

Nov 08 Hand in the Snow Project, Armed Forces DNA Identification Laboratory, Rockville, MD

Location of the mtDNA reference required to identify the frozen hand and arm found in 1999 in a glacier in Alaska belonging to a victim of the crash of Northwest Airlines Flight 4422, March 1948.

HISTORICAL DNA IDENTIFICATION PROJECTS

May 15-Pr Somerton Man DNA Identification with Prof. Derek Abbott, Adelaide University, Australia

Consultant on most widely known cold case in Australia – identification of a man found dead on Somerton Beach in 1948. Genetic genealogy analysis indicating he had family ties with President Thomas Jefferson.

Apr 11-Pr Abraham Lincoln DNA Project with Dr. Zach Spigelman, Tufts U., Boston, MA

Forensic genealogist investigating Abraham Lincoln's extended family for DNA testing; advisor on degraded DNA analysis and Lincoln pedigree research; assisted with obtaining project funding.

2007-2008 DNA Identification of the Unknown Child on the Titanic, US AFDIL, Rockville, MD

Successful worldwide search for a Y-DNA reference to assist identification of the Titanic's Unknown Child

2008-Pres Amelia Earhart DNA Identification Project

Location of a family reference for Fred Noonan, Amelia Earhart's navigator, for future identification of their remains should their crash site be located. Custody of Noonan relative DNA sample.

List of references, special projects, publications, workshops, training courses, webinars, speaking engagements, memberships, awards, interviews, and magazine articles provided upon request.



PRICE SCHEDULE FOR ADDITIONAL IDENTIFINDERS SERVICES

Y-PROFILE GENETIC GENEALOGY ANALYSIS

\$1200

- Haplogroup Prediction
- Name Search via Comparison to Online Genetic Genealogy Y-STR Databases using Identifinders Proprietary Software

The advantages of Y-Profile Genetic Genealogy Analysis in conjunction with genetic genealogy autosomal SNP testing include:

- No need to retest the evidence; analysis is based on an already-existing Y-profile generated from crime scene DNA using Yfiler, Yfiler Plus, or PowerPlex23 amplification kits
- Haplogroup can provide the ethnicity and often a possible nationality for an unknown.
- A match to a Y-profile found in a genetic genealogy database can provide a possible last name for a suspect.
- Y-DNA analysis is valuable in cases where evidence has been exhausted or is in too low quantities to generate a SNP profile for genetic genealogy autosomal SNP testing.

WHOLE GENOME SEQUENCING (WGS)-BIOINFORMATICS

\$1850

- Forensic Genealogy Screening
 - 30x Whole Genome Sequencing
 - Bioinformatics to create SNP dataset for GEDmatch upload
 - Ancestry report, database upload and initial genealogy screening results with recommendations on next steps

The advantages of Whole Genome Sequencing over Microarray Analysis include:

- **WGS** is much more robust than microarray analysis for generating a genetic genealogy SNP profile using degraded DNA. WGS rarely fails to produce a SNP file.
- **WGS** requires only ~10% of the genome to generate a SNP dataset. Microarray processing requires at least 70%.

- **WGS** includes mitochondrial DNA (mtDNA), Y-DNA, and autosomal DNA. Microarray analysis may not include mtDNA and Y-DNA, depending on chip design.
- **WGS** provides an electronic copy of the genome that can be accessed multiple times to create GEDmatch kits with a range of SNP confidence levels. Microarray analysis is a one-shot process. Should the array fail to produce data for upload to GEDmatch, additional DNA must be consumed for a second round of processing.
- Multiple **WGS** sequences derived from the same sample can be added together to improve SNP call statistics. This is not possible with multiple microarray SNP sets.
- **WGS** allows for imputation to be used for severely degraded DNA, to “repair” a genome that otherwise would be too compromised for microarray analysis.

UPLOAD TO FAMILY TREE DNA (FTDNA) DATABASE

AT COST

- Upload to FTDNA and review of matches as per Line Item 3.1.5 Forensic Genealogy Screening
 - Upload requires letter of authorization from agency
 - Only 20-40 of the top matches are shown; opt-outs are excluded
 - In the case of a close match, agency receives a report on matches, cannot access the database
 - Current FTDNA price as of September 15, 2019 is \$700

TRAVEL TO POST AWARD MEETING

AT COST

Identifinders is willing to attend a post award meeting at the Department to discuss the terms of the contract, as per 3.0 Purchasing Requirements, subitem 3.9 Post Award Meeting. Travel will be at cost to the Department, at the most economical air and hotel rates available. Meetings can be held over GoToMeeting or any other online networking platform as required.

ATTACHMENT B**AGREEMENT PAGE**

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X Check if a Small Business Enterprise (SBE)

Parabon NanoLabs, Inc.
RESPONDENT (FIRM) SUBMITTING PROPOSAL

262194625 828881305
FEDERAL TAX ID NUMBER DUNS #

Paula Gawthorp-Armentrout, Vice President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

11260 Roger Bacon Drive, #406
ADDRESS

703.689.9689 x250 703.689.9695
TELEPHONE FAX #

Reston VA 20190
CITY STATE ZIP

16 September 2019
DATE

WEBSITE: www.parabon-nanolabs.com

EMAIL: finance@parabon.com

MARICOPA COUNTY, ARIZONA

BY: _____
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

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_____ Check if a Small Business Enterprise (SBE)

Sorenson Forensics, LLC dba Genetic Technologies-Agility
RESPONDENT (FIRM) SUBMITTING PROPOSAL

26-2617935 96-231-4683
FEDERAL TAX ID NUMBER DUNS #

Kent Harman, Chief Executive Officer
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

2511 South West Temple
ADDRESS

801-462-1400 801-462-1404
TELEPHONE FAX #

Salt Lake City UT 84115
CITY STATE ZIP

9/12/19
DATE

WEBSITE: www.sorensonforensics.com

EMAIL: kharman@sorensonforensics.com

MARICOPA COUNTY, ARIZONA

BY: _____
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

Andrea Stupka (OPS)

From: Ciccarello, Joseph <ciccarello@marshall.edu>
Sent: Thursday, November 21, 2019 1:04 PM
To: Andrea Stupka (OPS); Wood, Jennifer
Cc: Chute, Jason; Joey Molina (OPS)
Subject: RE: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Ms. Stupka,

Thank you for your prompt reply. We of course regret being unable to move forward with what the important services our Forensic Services Center had hoped to provide via a winning bid.

Alas, as mentioned earlier, we cannot meet the insurance threshold on per occurrence and aggregate minimums stated within your solicitation.

For the record, part of the reason (in addition to the large premium increase) is that we would incur those additional costs without a minimum guarantee on the number of kits that would be sent for evaluation.

Without that, it is impossible to determine the true dollar value of the contract if we had been awarded.

We will of course follow your guidance to revisit at the renewal period. Thanks again for the opportunity to bid on the project.

joe

Joe Ciccarello

Assoc Executive Director
Director of Grants & Contracts
Marshall University Research Corporation
One John Marshall Drive
Applied Engineering Complex 4219
Huntington, WV 25755
Ph: 304-696-4837
Email: ciccarello@marshall.edu

From: Andrea Stupka (OPS) [mailto:Andrea.Stupka@Maricopa.Gov]
Sent: Wednesday, November 20, 2019 3:40 PM
To: Ciccarello, Joseph <ciccarello@marshall.edu>; Wood, Jennifer <wood@marshall.edu>
Cc: Chute, Jason <jchute@marshall.edu>; Joey Molina (OPS) <Joey.Molina@Maricopa.Gov>
Subject: RE: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Mr. Ciccarello,

The County has reviewed your request and if Marshall University would like to move forward in the award process, the insurance requirements stipulated in the solicitation must be met. There maybe an opportunity at the renewal, if you company is awarded, to revisit the insurance requirements and limits.

Please let me know what your company has decided.

Thank you,

Andrea Stupka, CPPB
Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

From: Ciccarello, Joseph <ciccarello@marshall.edu>

Sent: Tuesday, November 19, 2019 11:03 AM

To: Andrea Stupka (OPS) <Andrea.Stupka@Maricopa.Gov>; Wood, Jennifer <wood@marshall.edu>

Cc: Chute, Jason <jchute@marshall.edu>

Subject: RE: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Greetings Ms. Stupka,

I apologize for the delayed response, was waiting to get back some information from our agent relative to the policy requirements you outlined below.

Regarding the general/professional liability, our current coverage does not have a stated aggregate, and you are correct that it has a \$1m per occurrence limit.

We are therefore requesting an exception to your standard contractual term if we are to move ahead with what we feel is a mutually beneficial contractual relationship.

I have checked with our agent, and the cost to increase our current "per occurrence" limits and add an aggregate equal to your stated limits will more than double our premiums, so it is not cost effective for us to do so based on the expected rate of return from this particular project. Please keep in mind we are a small to medium size research institution with approx. \$40 million in grant and contract awards per year, so our insurance covers all grants and contracts for ALL university departments and institutes.

Lastly, I am attaching our cyber liability certificate as you requested below in the last item. I believe we meet your requirements on this particular coverage.

We certainly appreciate the opportunity to provide the services you request thru Jason's office, so any negotiation or exception to your standard contract as written will be welcomed.

We will await your response to hopefully move forward. Thanks for your consideration.

joe

Joe Ciccarello

Assoc Executive Director

Director of Grants & Contracts

Marshall University Research Corporation

One John Marshall Drive

Applied Engineering Complex 4219

Huntington, WV 25755

Ph: 304-696-4837

Email: ciccarello@marshall.edu

From: Andrea Stupka (OPS) [<mailto:Andrea.Stupka@Maricopa.Gov>]

Sent: Friday, November 8, 2019 3:45 PM

To: Wood, Jennifer <wood@marshall.edu>

Cc: Ciccarello, Joseph <ciccarello@marshall.edu>; Maher, John <maherj@marshall.edu>; Chute, Jason <jchute@marshall.edu>

Subject: RE: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Ms. Wood,

Risk Management has reviewed your certificate(s) of insurance and found the following discrepancies:

1.1.1 Commercial General Liability (Your policy has \$1M with no aggregate)

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than **\$2,000,000** for each occurrence, **\$4,000,000** Products/Completed Operations Aggregate, and **\$4,000,000** General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products, and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1.1.2 Professional Liability (Your policy has \$1M with no aggregate)

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this contract, with a limit of not less than **\$1,000,000** for each claim, and **\$3,000,000** aggregate claims.

1.1.3 Cyber (Need proof)

Policy Limit:

1.1.3.1 The policy shall be issued with minimum limits of \$100,000

1.1.3.2 The policy shall include coverage for all directors, officers, agents, and employees of the Contractor

1.1.3.3 The policy shall include coverage for third party fidelity

1.1.3.4 The policy shall include coverage for theft

1.1.3.5 The policy shall contain no requirement for arrest and conviction

1.1.3.6 The policy shall cover loss outside the premises of the Named Insured

1.1.3.7 The policy shall endorse (Blanket Endorsements are not acceptable) the department as loss payee as our interest may appear.

Please provide your updated certificate by November 13, 2019.

Thank you,

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

From: Wood, Jennifer <wood@marshall.edu>
Sent: Wednesday, October 9, 2019 9:59 AM
To: Andrea Stupka (OPS) <Andrea.Stupka@Maricopa.Gov>
Cc: Ciccarello, Joseph <ciccarello@marshall.edu>; Maher, John <maherj@marshall.edu>; Chute, Jason <jchute@marshall.edu>
Subject: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Andrea,
Attached is the Certificate of Liability Insurance for Marshall University Research Corporation for FY20 (7/1/19-6/30/20).

Thanks,
Jennifer

Jennifer Wood
Chief Financial Officer
Marshall University Research Corporation

From: Maher, John <maherj@marshall.edu>
Sent: Wednesday, October 9, 2019 12:48 PM
To: Ciccarello, Joseph <ciccarello@marshall.edu>; Wood, Jennifer <wood@marshall.edu>
Cc: Chute, Jason <jchute@marshall.edu>
Subject: Fwd: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Begin forwarded message:

From: "Andrea Stupka (OPS)" <Andrea.Stupka@Maricopa.Gov>
Date: October 9, 2019 at 9:43:28 AM PDT
To: Undisclosed recipients;;
Subject: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Maricopa County is considering your business for award for DNA Testing for Sexual Assault Evidence pending approval of your insurance requirements per section 4.6 of the solicitation and formal authorization of the Chief Procurement Officer. Please provide a current copy of your Certificate of Insurance by close of business October 11, 2019 to be considered for award.

If you or your firm have not registered as a vendor please go to the following link and register: <https://www.maricopa.gov/634/Doing-BusinessVendor-Registration> Please follow the instructions provided on the page and once you have your vendor number that will begin with a VC or VS, please provide it to me. Vendor registration must be complete prior to your firm being presented for award.

Andrea Stupka, CPPB
Procurement Officer (66)
Maricopa County Office of Procurement Services
Our new address:
160 S. 4th Ave
Phoenix, AZ 85003
Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

Andrea Stupka (OPS)

From: Gloria Dimick <gloria@mitotyping.com>
Sent: Thursday, December 12, 2019 1:33 PM
To: Andrea Stupka (OPS)
Subject: Re: FW: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Good afternoon Andrea,

Unfortunately, it would not be cost effective for us to increase the liability coverage at this time. Thank you so much for reaching out to Mitotyping Technologies. I appreciate all of your efforts to garner the needed information. Perhaps we will be able to work together at some point in the future. Please let me know if you have any questions or require any further documentation.

Kindest regards,

Gloria

Gloria J. Dimick, MS
Forensic Examiner
Mitotyping Technologies
a division of SoftGenetics
Office phone: 814-861-0676 ext. 321
cell: 814-424-2192

"Important: This facsimile/electronic transmission is intended only for the use of the individual to whom it is addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable law. If the reader of this transmission is not the intended recipient or the employee or agent responsible for delivering the transmission to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or use of this transmission or its contents is strictly prohibited. If you have received this transmission in error, please notify us by telephoning and returning the original transmission to us at the address above."

On 12/12/2019 2:42 PM, Andrea Stupka (OPS) wrote:

Please look into this for me.

Andrea Stupka, CPPB

Procurement Officer (66)
Maricopa County Office of Procurement Services
Our new address:
160 S. 4th Ave
Phoenix, AZ 85003
Ph (602) 506-3504
Fax (602) 506-6766 ****NEW****
How are we doing?

****I will be on vacation starting DECEMBER 20, 2019 – JANUARY 1, 2020**

From: Andrea Stupka (OPS)
Sent: Monday, December 9, 2019 1:25 PM
To: Kyle Gabel <kyle@mitotyping.com>
Subject: RE: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE
Importance: High

Kyle,
Can you provide me with a status update on this?
Thank you,

Andrea Stupka, CPPB
Procurement Officer (66)
Maricopa County Office of Procurement Services
Our new address:
160 S. 4th Ave
Phoenix, AZ 85003
Ph (602) 506-3504
Fax (602) 506-6766 ****NEW****
How are we doing?

From: Andrea Stupka (OPS)
Sent: Friday, December 6, 2019 8:35 AM
To: Kyle Gabel <kyle@mitotyping.com>
Subject: RE: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Kyle,
Risk Management has reviewed your insurance certificate and found deficiencies in the following coverage(s):

1.1.1.1 Professional Liability (Your policy has an aggregate of \$2M)

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this contract, with a limit of not less than \$1,000,000 for each claim, and **\$3,000,000 aggregate** claims.

1.1.1.2 Cyber (provide proof)

Policy Limit:

1.1.1.2.1 The policy shall be issued with minimum limits of \$100,000

1.1.1.2.2 The policy shall include coverage for all directors, officers, agents, and employees of the Contractor

1.1.1.2.3 The policy shall include coverage for third party fidelity

1.1.1.2.4 The policy shall include coverage for theft

1.1.1.2.5 The policy shall contain no requirement for arrest and conviction

1.1.1.2.6 The policy shall cover loss outside the premises of the Named Insured

1.1.1.2.7 The policy shall endorse (Blanket Endorsements are not acceptable) the department as loss payee as our interest may appear.

Please provide your proof of the above coverage(s) by December 12, 2019.

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

From: Kyle Gabel <kyle@mitotyping.com>

Sent: Wednesday, December 4, 2019 10:19 AM

To: Andrea Stupka (OPS) <Andrea.Stupka@Maricopa.Gov>

Subject: Re: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Hi Andrea - Attached is our insurance certificate.

Thanks,

Kyle

On 12/3/2019 11:13 AM, Andrea Stupka (OPS) wrote:

Please let me know the status of your certificates of insurance and your vendor registration by December 9, 2019. If you are not interested in being awarded the contract please let me know as well.

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

From: Andrea Stupka (OPS)

Sent: Monday, November 25, 2019 1:27 PM

Subject: FW: SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Importance: High

Maricopa County is considering your business for award for DNA Testing for Sexual Assault Evidence pending approval of your insurance requirements per section 4.6 of the solicitation and formal authorization of the Chief Procurement Officer. Please provide a current copy of your Certificate of Insurance by close of business December 2, 2019 to be considered for award.

If you or your firm have not registered as a vendor please go to the following link and register: <https://www.maricopa.gov/5169/Vendor-Information> Please click on [Advantage Vendor Self Service System](#) and follow the instructions provided on the page and once you have your vendor number that will begin with a VC or VS, please provide it to me. Vendor registration must be complete prior to your firm being presented for award.

Andrea Stupka, CPPB

Procurement Officer (66)

Maricopa County Office of Procurement Services

Our new address:

160 S. 4th Ave

Phoenix, AZ 85003

Ph (602) 506-3504

Fax (602) 506-6766 ****NEW****

How are we doing?

--

Kyle Gabel

Operations Manager

Mitotyping Technologies

2565 Park Center Blvd, Suite 200

State College PA 16801

(P) 814-861-0676

(F) 814-861-0576



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

December 19, 2019

**Bode Cellmark Forensics, Inc.
10430 Furnace Road Suite 107
Lorton, VA 22079**

RE: DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Dear Mr. Cariola:

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **December 19, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **190294-S** contract, please contact **Andrea Stupka** at **602-506-3504**.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Stupka".

Andrea Stupka, Procurement Officer
Office of Procurement Services

AS/yy
Attach.

cc: Office of Procurement Services
Re: **Serial 190294-S**



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

December 19, 2019

DNA Labs International, Inc.
P.O. Box 910
Deerfield Beach, FL 33443

RE: DNA TESTING FOR SEXUAL ASSAULT EVIDENCE


Dear Mrs. Nunes:

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **December 19, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **190294-S** contract, please contact **Andrea Stupka** at **602-506-3504**.

Sincerely,



Andrea Stupka, Procurement Officer
Office of Procurement Services

AS/yy
Attach.

cc: Office of Procurement Services
Re: **Serial 190294-S**



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

December 19, 2019

Identifinders International, LLC
18198 Aztec Ct
Fountain Valley, CA 92708

RE: DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Dear Mrs. Fitzpatrick:

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **December 19, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **190294-S** contract, please contact **Andrea Stupka** at **602-506-3504**.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Stupka".

Andrea Stupka, Procurement Officer
Office of Procurement Services

AS/yy
Attach.

cc: Office of Procurement Services
Re: **Serial 190294-S**



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

December 19, 2019

Parabon NanoLabs, Inc.
11260 Roger Bacon Road Suite 406
Reston, VA 20190

RE: DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Dear Mrs. Gawthorp-Armentrout:

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **December 19, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **190294-S** contract, please contact **Andrea Stupka** at **602-506-3504**.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Stupka".

Andrea Stupka, Procurement Officer
Office of Procurement Services

AS/yy
Attach.

cc: Office of Procurement Services
Re: **Serial 190294-S**



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

December 19, 2019

**Sorenson Forensics
2511 South West Temple
Salt Lake City, UT 84115**

RE: DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

Dear Mr. Harman:

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **December 19, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **190294-S** contract, please contact **Andrea Stupka** at **602-506-3504**.

Sincerely,



Andrea Stupka, Procurement Officer
Office of Procurement Services

AS/yy
Attach.

cc: Office of Procurement Services
Re: **Serial 190294-S**

RECOMMENDATION FOR AWARD: December 19, 2019 - Department Agenda

Serial Number/ Material/Services	Value of Award	Recommendation of Award	Awardee(s):	
190294-S, DNA Testing for Sexual Assault Evidence	\$150,000.00 Est. / 1 Years With 4 One-Year Renewal Options	Basis of Award(s): Multiple Award Contract to cover period ending: December 31, 2020 Performance Bond: No	*See Attachment	Issued: 689 Solicitation Received: 7 as of 09/17/19 (bid opening date)

Buyer Name & Phone Number: Andrea Stupka, (602) 506-3504

Previous Contract Spend Amount: \$ N/A as of 12/13/19

Value of Award: \$ 150,000.00 Est. / 1 Year with 4 One-Year Renewal Options

<p><u>OFFICE OF PROCUREMENT SERVICES INFORMATION:</u></p> <p>Approve the contract for award at an estimate of \$150,000 over one year until December 31, 2020 with four-year renewal options. The effective date of the contract will be December 19, 2019. The purpose of the contract is to provide to Maricopa County with qualified vendors that can provide deoxyribonucleic acid (DNA) testing of sexual assault evidence for multiple agencies.</p> <p>It is requested by the COUNTY ATTORNEY that the Chief Procurement Officer approve the subject award to the Multiple Award (all respondents that meet the minimum requirements) as recommended.</p> <p><u>DEPARTMENT CONTACT PERSON:</u> Jenifer Anderson, County Attorney Romero Cesar Tirado, County Attorney</p>	<table> <tr> <td>Reviewed by:</td> <td>Approved:</td> </tr> <tr> <td>_____ as _____ Procurement Officer</td> <td>_____ if _____ James Foley Deputy Director</td> </tr> </table>	Reviewed by:	Approved:	_____ as _____ Procurement Officer	_____ if _____ James Foley Deputy Director
Reviewed by:	Approved:				
_____ as _____ Procurement Officer	_____ if _____ James Foley Deputy Director				

Attach
Required Document(s):

☒ CERTIFICATE OF INSURANCE

AS/yy

<p>Bode Cellmark Forensics, Inc. 10430 Furnace Road Suite 107 Lorton, VA 22079</p> <p>DNA Labs International, Inc. P.O. Box 910 Deerfield Beach, FL 33443</p> <p>Identifinders International, LLC 18198 Aztec Ct Fountain Valley, CA 92708</p>	<p>Parabon NanoLabs, Inc. 11260 Roger Bacon Road Suite 406 Reston, VA 20190</p> <p>Sorenson Forensics 2511 South West Temple Salt Lake City, UT 84115</p>
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SERIAL 190294-S DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

DATE OF LAST REVISION: February 28, 2022 CONTRACT END DATE: December 31, 2023

CONTRACT PERIOD THROUGH DECEMBER 31, 2020 2021 2023

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **DNA TESTING FOR SEXUAL ASSAULT EVIDENCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 19, 2019**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
 Jenifer Anderson, County Attorney
 Romero Cesar Tirado, County Attorney
 ~~Antonio Canisales, County Attorney~~

BODE CELLMARK FORENSICS, INC., 10430 FURNACE ROAD SUITE 107 LORTON, VA 22079

SERIAL: 190294-S	
NIGP CODE: 17523	
COMPANY NAME:	Bode Cellmark Forensics, Inc.
DOING BUSINESS AS (DBA) NAME:	
COUNTY VENDOR NUMBER:	VC0000005425
MAILING ADDRESS:	10430 Furnace Road Suite 107 Lorton, VA 22079
REMIT TO ADDRESS:	n/a
TELEPHONE NUMBER:	703-646-9762
FACSIMILE NUMBER:	703-738-7221
WEB SITE:	www.bodetech.com
REPRESENTATIVE NAME:	Jessica Danso, Contracts Manager
REPRESENTATIVE TELEPHONE NUMBER:	703-646-9875
REPRESENTATIVE E-MAIL:	contracts@bodetech.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[X] NET 30 DAYS

1.0 PRICING:		
1.1 Part A: Sexual Assault Kits	UNIT PRICE (each)	
1.1 Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.		
1.1.1 Additional STR or Y-STR Amplification (Reference)	-\$200.00	
1.1.2 Additional STR or Y-STR Amplification (Evidence)	-\$200.00	
1.1.3 Non-swab sampling fee (i.e. underwear, sanitary pad, gauze, etc.)	-\$50.00	
1.2 Sexual Assault Kit Pricing:		
1.2.1 Y-screening of kit contents to include all probative body swabs	-\$450.00	
1.2.2 Single Contributor and No Consensual Sex Cases—one evidence and one reference sample will proceed for STR Testing	-\$450.00	
1.2.3 Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases—two evidence and one reference sample will proceed for STR Testing	-\$650.00	
2.1 Part B: Advanced Forensic DNA Testing of Previously Tested Sexual Assault Kits		
2.1.1 STR or Y-STR testing of evidence sample	-\$695.00	
2.1.2 STR or YSTR testing of an extract	-\$549.00	
2.1.3 Reference Sample/Hit Confirmations	-\$595.00	
2.1.4 mtDNA testing—Evidence	-\$2,900.00	

BODE CELLMARK FORENSICS, INC.

2.1.5 mtDNA testing—Reference	\$1,900.00	
2.1.6 Serology—Large Item	\$450.00	
3.1 Part C: Forensic Genealogy Service		
3.1.1 DNA Extractions (if required)	\$645	per extraction
3.1.2 Genealogy Suitability Case Review	\$225/hr*	*Waived for the first 50 cases.
3.1.3 Sample Quality Verification—sample re-quantification (if required)	\$0 [△]	[△] for Bode extracts. \$250 for non-Bode extracts. Waived if sample proceeds for SNP Testing/Forensic Genealogy Screening
3.1.4 DNA Extraction and Quantification	N/A	equals 3.1.1 + 3.1.3
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)	\$1,500	\$700 for FTDNA
3.1.6 Forensic Genealogy Investigation (up to 10 hours)	\$2,300	
3.1.7 Ongoing Database Monitoring	\$0~	~for 12 months
3.1.8 Confirmation Testing	\$595	
4.1 Part D: DNA Phenotyping		
4.1.1 DNA Extractions (if required)	-	
4.1.2 DNA Phenotyping	-	
	KIT NAME	UNIT PRICE
5.1 Y-STR Testing (per section 2.5.2)	PowerPlex Y23	\$ 695.00
6.1 mtDNA Testing (per section 2.5.3.1)	HV1/HV2	\$ 2,900.00
7.1 DNA Phenotyping (per section 2.7.1)	-	\$

1.0 PRICING:	
	UNIT PRICE (each)
1.1 Sexual Assault Kits	
<i>Sexual Assault Kit (SAK) Screening and Analysis</i> <i>Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>	
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)	\$1,150
Sexual Assault Kit Pricing:	
Y-screening of kit contents to include all probative body swabs (all samples stop at Y-screening)	\$495
Single Contributor and Non-Consensual Sex Cases—one evidence and one reference sample includes screening through STR/YSTR Testing	\$600
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases—two evidence and one reference sample includes screening through STR/YSTR Testing	\$750

BODE CELLMARK FORENSICS, INC.

1.2 Additional Forensic DNA Testing			
1.2.1 Forensic Screening			
Serology – Large Item			\$250
Serology – Small Item			\$400
1.2.2 STR DNA Testing	Kit Name(s):	Globalfiler (or PowerPlex Fusion, Fusion 6C or QIAGEN Investigator as required)	
STR testing of evidence sample			\$745
STR testing of a evidence extract			\$595
STR testing of a reference sample			\$645
STR testing of a reference sample extract			\$595
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):	Globalfiler (or PowerPlex Fusion, Fusion 6C or QIAGEN Investigator as required)	
YSTR testing of evidence sample			\$745
YSTR testing of a evidence extract			\$595
YSTR testing of a reference sample			\$645
YSTR testing of a reference sample extract			\$595
1.2.4 mtDNA Testing			
mtDNA testing – Evidence			\$3,150
mtDNA testing – Reference			\$1,995
1.3: Forensic Genealogy Service			
Genealogy Suitability Case Review			\$245/hr
DNA Extractions (if required)			\$695
Sample Quality Verification – sample re-quantification (if required)			\$0
DNA Extraction and Quantification			N/A
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)			\$5,000
Whole Genome Sequencing			\$5,000

BODE CELLMARK FORENSICS, INC.

Forensic Genealogy Investigation (additional blocks of 10)			\$2,500
Ongoing Database Monitoring			\$0
Confirmation Testing			\$645
Other:			\$
Effective Immediately Target Testing		Target testing is SNP testing of a known individual (usually collected with consent) to be compared to POI and other matches to help build the tree further.	\$295 per reference sample
Forensic Genealogy Screening – Mixtures (includes SNP testing of evidence and known sample, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)			\$2,500
YSTR Surname Search (YSTR profile already generated or derived from Genome Sequencing) – Phase I: Haplotype/Ethnicity Report			\$500
YSTR Surname Search (new Y-111 profile from extract) Phase I: Haplotype/Ethnicity Report			\$850
YSTR Surname Search Phase 2: Surname Database Search			\$950
1.4 DNA Phenotyping			
DNA Extractions (if required)			\$
DNA Phenotyping			\$
1.5 mtDNA Testing (per section 2.5.3.1)			\$
1.6 Probabilistic Genotyping			
Raw data files from previously processed samples			\$500
			<u>\$150</u>
1.7 Additional Services			\$
Forensic Investigative Service			
Batch Location Services for CODIS Hits (Survivors, Consensual Partners, Witnesses, and Suspects).			

BODE CELLMARK FORENSICS, INC.

Client sends a list of names and Bode/LexisNexis will return last known address of batches in ~2 weeks.			
Client purchases tier and has 12 months to utilize package. Multiple packages may be purchased per year if needed.			
Tier 1: Up to 999 Records per year			<u>\$15,000</u>
Tier 2: 1,000 – 1,999 Records per year			<u>\$22,50</u>
Tier 3: 2,000 – 3,499 Records per year			<u>\$37,500</u>
Tier 4: 3,500 – 5,999 Records per year			<u>\$60,000</u>
Bode X traction			
Bode X Traction™: Screening Stop at Quant for Hairs and Shell Casings			<u>\$995</u>
Bode X Traction™: DNA Analysis Full DNA analysis of Hairs and Shell Casings			<u>\$1,745</u>

PRICING EFFECTIVE 06/01/2021

REVISED PRICING EFFECTIVE 1/01/2022

1.0 PRICING:						
				UNIT PRICE (each)		
1.1 Sexual Assault Kits			CURRENT	PROPOSED		
<i>Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>						
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)			\$50.00	\$100		
Sexual Assault Kit Pricing:						
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)			\$450.00	\$875	Note: Fee is for kits that are negative for male DNA.	

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Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing			\$450.00	\$1,195	Note: Previously included Y-screening (separate line item) plus DNA. This is inclusive. Fee is for cases that are positive for male DNA.	
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing			\$650.00	\$1,595	Note: Previously included Y-screening (separate line item) plus DNA. This is inclusive. Fee is for cases that are positive for male DNA.	
1.2 Additional Forensic DNA Testing						
1.2.1 Forensic Screening						
Serology - Large Item			\$450.00	\$325	Note - hourly charge, minimum 2 hours	
Serology - Small Item				\$440	Per Item	
1.2.2 STR DNA Testing	Kit Name(s):	Globalfiler (or PowerPlex Fusion, Fusion 6C or QIAGEN Investigator as required)				
STR testing of evidence sample			\$695.00	\$820		
STR testing of a evidence extract			\$549.00	\$655		
STR testing of a reference sample			\$595.00	\$710		
STR testing of a reference sample extract				\$655		
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):	Globalfiler (or PowerPlex Fusion, Fusion 6C or QIAGEN Investigator as required)				
YSTR testing of evidence sample			\$695.00	\$820		

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YSTR testing of a evidence extract			-\$549.00	\$655		
YSTR testing of a reference sample			-\$595.00	\$710		
YSTR testing of a reference sample extract				\$655		
1.2.4 mtDNA Testing						
mtDNA testing – Evidence			-\$2,900.00	\$3,465		
mtDNA testing – Reference			-\$1,900.00	\$2,195		
1.3: Forensic Genealogy Service						
Genealogy Suitability Case Review			-\$225/hour	\$325	Waived for first 50 cases	
DNA Extractions (if required)			-\$645.00	\$765	Per Extraction	
Sample Quality Verification – sample re-quantification (if required)			\$0^	\$0^	^for Bode extracts. \$250 for non-Bode extracts. Waived if sample proceeds for SNP Testing/Forensic Genealogy Screening	
DNA Extraction and Quantification			N/A	N/A		
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)			-\$1,500.00	\$5,500	Updated description includes genealogy investigation.	
Whole Genome Sequencing				\$5,500	Does not include genealogy investigation.	
Forensic Genealogy Investigation (additional blocks of 10)			-\$2,300.00	\$2,750	Note - needs to say per additional block of 10 hours	
Ongoing Database Monitoring			\$-	\$0		
Confirmation Testing			-\$595.00	\$710		
Other:				\$		

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Forensic Genealogy Screening - Mixtures (includes SNP testing of evidence and known sample, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)			\$2,500	\$2,750		
YSTR Surname Search (YSTR profile already generated or derived from Genome Sequencing) - Phase I: Haplotype/Ethnicity Report			\$500	\$550		
YSTR Surname Search (new Y-111 profile from extract) Phase I: Haplotype/Ethnicity Report			\$850	\$935		
YSTR Surname Search Phase 2: Surname Database Search			\$950	\$1,045		
Targeted Testing - Buccal Sample				\$325		
Targeted Testing - Non-Buccal Sample				\$1,095	New line item not in contract	
1.4 DNA Phenotyping						
DNA Extractions (if required)				\$		
DNA Phenotyping				\$		
1.5 mtDNA Testing (per section 2.5.3.1)				\$		
1.6 Probabilistic Genotyping						
Raw data files from previously processed samples			\$500	\$995	for up to 3 samples	
			\$150	\$225	for each additional sample	
1.7 Additional Services						
Forensic Investigative Service						
Batch Location Services for CODIS Hits (Survivors, Consensual Partners, Witnesses, and Suspects)						
Client sends a list of names and Bode/LexisNexis will return last known address of batches in ~2 weeks.						
Client purchases tier and has 12 months to utilize package. Multiple packages may be purchased per year if needed.						
Tier 1: Up to 999 Records per year			\$15,000	\$16,500		
Tier 2: 1,000 - 1,999 Records per year			\$22,500	\$24,750		

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Tier 3: 2,000 - 3,499 Records per year			\$37,500	\$41,250		
Tier 4: 3,500 - 5,999 Records per year			\$60,000	\$66,000		
Bode X-traction						
Bode X- Traction™: Screening Stop at Quant for Hairs and Shell Casings			\$995	\$1,095		
Bode X- Traction™: DNA AnalysisFull DNA analysis of Hairs and Shell Casings			\$1,745	\$1,920		

PRICING SHEET: NIGP CODE: 17523

Vendor Number: VC0000005425

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2020 2021 2023.**

DNA LABS INTERNATIONAL INC., 260 SW NATURA AVENUE, 2ND FLOOR, PO BOX 910, DEERFIELD BEACH FL 33443

SERIAL 190294-S		
NIGP CODE: 17523		
RESPONDENT'S NAME:	DNA Labs International	
COUNTY VENDOR NUMBER:	VS0000001804	
ADDRESS:	260 SW Natura Avenue, 2nd Floor Deerfield Beach, FL 33441	
P.O. ADDRESS:	PO Box 910, Deerfield Beach FL 33443	
TELEPHONE NUMBER:	954-426-5163	
FAX NUMBER:	N/A	
WEB SITE:	www.dnabslnternational.com	
CONTACT (REPRESENTATIVE):	Allison Nunes	
REPRESENTATIVE'S EMAIL:	allison@dnabslnternational.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[X] NET 30 DAYS

1.0 PRICING:		
1.1 Part A: Sexual Assault Kits	UNIT PRICE (each)	
1.1 Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below:		
1.1.1 Additional STR or Y-STR Amplification (Reference)	\$225.00	
1.1.2 Additional STR or Y-STR Amplification (Evidence)	\$225.00	
1.1.3 Non-swab sampling fee (i.e. underwear, sanitary pad, gauze, etc.)	\$195.00	
1.2 Sexual Assault Kit Pricing:		
1.2.1 Y-screening of kit contents to include all probative body swabs	\$795.00	
1.2.2 Single Contributor and No Consensual Sex Cases—one evidence and one reference sample will proceed for STR Testing	\$0.00	
1.2.3 Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases—two evidence and one reference sample will proceed for STR Testing	\$0.00	
2.1 Part B: Advanced Forensic DNA Testing of Previously Tested Sexual Assault Kits		
2.1.1 STR or Y-STR testing of evidence sample	\$395.00	
2.1.2 STR or YSTR testing of an extract	\$395.00	
2.1.3 Reference Sample/Hit Confirmations	\$225.00	
2.1.4 mtDNA testing—Evidence	\$ N/A	
2.1.5 mtDNA testing—Reference	\$ N/A	
2.1.6 Serology—Large Item	\$495.00	
3.1 Part C: Forensic Genealogy Service		
3.1.1 DNA Extractions (if required)	\$395.00	

DNA LABS INTERNATIONAL, INC

3.1.2 Genealogy Suitability Case Review		\$0.00	Included
3.1.3 Sample Quality Verification—sample re-quantification (if required)		\$295.00	
3.1.4 DNA Extraction and Quantification		\$395.00	
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)		\$1,495.00	
3.1.6 Forensic Genealogy Investigation (up to 10 hours)		\$2,495.00	
3.1.7 Ongoing Database Monitoring		\$0.00	Included
3.1.8 Confirmation Testing		\$395.00	STR
4.1 Part D: DNA Phenotyping			
4.1.1 DNA Extractions (if required)		\$395.00	
4.1.2 DNA Phenotyping		\$0.00	
	KIT NAME		UNIT PRICE
5.1 Y-STR Testing (per section 2.5.2)	Y-23		\$495.00
	Y-Filer + Available 2020		
6.1 mtDNA Testing (per section 2.5.3.1)	N/A	\$N/A	Kinship Testing Available - STR Price #46 \$395.00
7.1 DNA Phenotyping (per section 2.7.1)	-	\$0.00	

1.0 PRICING:			
			UNIT PRICE (each)
1.1 Sexual Assault Kits			
<i>Sexual Assault Kit (SAK) Screening and Analysis</i> <i>Price includes Y-Screening of all swabs (samples) within a sexual assault kit.</i> <i>Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>			
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)			\$ 255.00
Sexual Assault Kit Pricing:			
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)			\$ 915.00
Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing			\$0
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing			\$ 750.00
1.2 Additional Forensic DNA Testing			
1.2.1 Forensic Screening			
Serology - Large Item			\$ 570.00
Serology - Small Item			\$ 350.00

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1.2.2 STR DNA Testing	Kit Name(s):	Globalfiler, Fusion 6C	
STR testing of evidence sample			\$ 455.00
STR testing of a evidence extract			\$ 455.00
STR testing of a reference sample			\$ 260.00
STR testing of a reference sample extract			\$ 260.00
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):	Y-23, Y-Filer	
YSTR testing of evidence sample			\$ 455.00
YSTR testing of a evidence extract			\$ 455.00
YSTR testing of a reference sample			\$ 260.00
YSTR testing of a reference sample extract			\$ 260.00
1.2.4 mtDNA Testing			
mtDNA testing – Evidence			\$ 455.00 Kinship testing
mtDNA testing – Reference			\$ 260.00 Kinship testing
1.3: Forensic Genealogy Service			
Genealogy Suitability Case Review			Included
DNA Extractions (if required)			\$ 455.00
Sample Quality Verification – sample re-quantification (if required)			\$ 240.00
DNA Extraction and Quantification			\$ 455.00
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)			\$ 4,590.00
Whole Genome Sequencing			\$ 1,800.00
Forensic Genealogy Investigation (additional blocks of 10)			\$ 2,300.00
Ongoing Database Monitoring			\$
Confirmation Testing			\$ 455.00
Other:			\$
Effective Immediately			\$995.00 per reference sample
Target Testing			
1.4 DNA Phenotyping			
DNA Extractions (if required)			\$ 455.00
DNA Phenotyping			\$

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1.5 mtDNA Testing (per section 2.5.3.1)			\$ 455.00 Kinship testing
1.6 Probabilistic Genotyping			
Raw data files from previously processed samples			\$
1.7 Additional Services			\$
	Fee per item		
Evidence Screening/Serology/Accessioning Services			
Cartridge/Shell Casing Case	\$ 795.00		
Small Cartridge Casing	\$ 195.00		
Rifle Cartridge Casing	\$ 395.00		
Bones/Tooth	\$ 995.00		
Hair Screening, 1-5 strands	\$ 895.00		
M-Vac Screening	\$ 1,595.00		
DNA STR Analysis			
Suspect or Victim Standard – Bones/Tooth/Hair	\$ 995.00		
Evidence Sample – Bones/Tooth/Hair/M-Vac Filter	\$ 995.00		
Property Crime Swab Sample	\$ 595.00		
Sexual Assault Samples (Differential Extraction - 2 DNA Tests)	\$ 1,295.00		
RUSH Turnaround Time			
48 Hour Turnaround	\$ 1,000.00	per sample	
1 Week Turnaround	\$ 795.00	per sample	
2 Week Turnaround	\$ 595.00	per sample	
3 Week Turnaround	\$ 395.00	per sample	
Genealogy Testing			
Additional Investigation Time (5 hour blocks)	\$ 995.00		
Additional SNP Testing – For Comparison - Sent to Gene-By-Gene (This is Gene-By-Gene's pricing and goes directly to them)	\$ 169.00		

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DNA LABS INTERNATIONAL, INC

Additional Pricing



IFB: 190294-S

Due: September 17th, 2019 at 2pm MST**Additional Pricing****Evidence Screening/Serology**

Hair Shaft With or Without A Root (for STR results)		\$595.00
M-Vac Screening	Small Item:	\$895.00
	Large Item:	\$1,395.00

DNA Services**DNA STR Analysis**

Evidence or Standards – Bones/Tooth/Hair	\$595.00
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Expert Witness Testimony

Hourly Rate	\$250.00 per hour, video testimony, depositions, Pre-Trial
Daily Rate In Court	\$2,500.00 max per day

Genealogy Case Pricing

Additional Investigation Time <i>5 Hour Blocks</i>	\$995.00
Additional SNP Testing	\$495.00

Forensic Genealogy Screening - Whole Genome Sequencing, cost per sample \$1400.00

PRICING SHEET: NIGP CODE: 17523

Vendor Number: VS0000001804

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2020 2021 2023.**

IDENTIFINDERS INTERNATIONAL, LLC, 18198 AZTEC CT FOUNTAIN VALLEY, CA 92708

SERIAL 190294-S	
NIGP CODE: 17523	
RESPONDENT'S NAME:	Identifinders International
COUNTY VENDOR NUMBER:	VS0000003359
ADDRESS:	18198 Aztec Ct. Fountain Valley, CA 92708
P.O. ADDRESS:	
TELEPHONE NUMBER:	714-296-3065
FAX NUMBER:	N/A
WEB SITE:	www.identifinders.com and identifinders.wordpress.com
CONTACT (REPRESENTATIVE):	Colleen Fitzpatrick, PhD
REPRESENTATIVE'S EMAIL:	colleen@identifinders.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[X] NET 30 DAYS

1.0 PRICING:		
	UNIT PRICE (each)	
3.1 Part C: Forensic Genealogy Service		
3.1.1 DNA Extractions (if required)	225	See Addendum, Item (1)
3.1.2 Genealogy Suitability Case Review	150	
3.1.3 Sample Quality Verification — sample re-quantification (if required)	125	See Addendum, Item (1)
3.1.4 DNA Extraction and Quantification	300	See Addendum, Item (1)
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)	800	See Addendum, Item (2)
3.1.6 Forensic Genealogy Investigation (Unlimited Hours)	1000	See Addendum, Item (3)
3.1.7 Ongoing Database Monitoring	0	See Addendum, Item (4)
3.1.8 Confirmation Testing	450 or 110	See Addendum, Item (5)
4.1 Part D: DNA Phenotyping		
4.1.1 DNA Extractions (if required)	\$	
4.1.2 DNA Phenotyping	\$	
KIT NAME	UNIT PRICE	
5.1 Y-STR Testing (per section 2.5.2)	\$	
6.1 mtDNA Testing (per section 2.5.3.1)	\$	
7.1 DNA Phenotyping (per section 2.7.1)	\$	

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1.0 PRICING:				
			UNIT PRICE (each)	
1.1 Sexual Assault Kits				
<i>Sexual Assault Kit (SAK) Screening and Analysis</i> <i>Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>				
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)			\$	
Sexual Assault Kit Pricing:				
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)			\$	
Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing			\$	
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing			\$	
1.2 Additional Forensic DNA Testing				
1.2.1 Forensic Screening				
Serology - Large Item			\$	
Serology - Small Item			\$	
1.2.2 STR DNA Testing	Kit Name(s):			
STR testing of evidence sample			\$	
STR testing of a evidence extract			\$	
STR testing of a reference sample			\$	
STR testing of a reference sample extract			\$	
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):			
YSTR testing of evidence sample			\$	
YSTR testing of a evidence extract			\$	
YSTR testing of a reference sample			\$	
YSTR testing of a reference sample extract			\$	
1.2.4 mtDNA Testing				
mtDNA testing – Evidence			\$	
mtDNA testing – Reference			\$	

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1.3: Forensic Genealogy Service			Eff. 12/01/22	
Genealogy Suitability Case Review			150	
DNA Extractions (if required)		See Addendum, Item (1)	225	
Bone Extractions (2 per sample)		See Addendum 2	\$1,225	
Tissuelyser			\$140	
Enrichment			\$365	
Sample Quality Verification—sample re-quantification (if required)—See Addendum, Item (1)			125	
DNA Extraction and Quantification		See Addendum, Item (1)	300	
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, GEDmatch upload and initial genealogy screening results with recommendations on next steps) See Addendum 1, Item (2)			1000	
Whole Genome Sequencing		See Addendum 1, Item (3)	2050	
Whole Genome Sequencing + Forensic Genealogy, includes unlimited hours of DNA match analysis and genealogy research, upload to two databases, long term monitoring until case is solved		See Addendum 2	Eff. 2/24/22 \$6,335 \$6,685	
Forensic Genealogy Investigation (additional blocks of 10) Unlimited hours		See Addendum 1, Item (4)	2000	
Forensic Genealogy Investigation ONLY (No DNA) Unlimited hours		See Addendum 2	\$3,400	
Ongoing Database Monitoring		See Addendum 1, Item (5) See Addendum 2	0-INCLUDED	
Confirmation Testing		See Addendum 1, Item (6)	450 or 110	
Lead generating testing: Targeted relative, augment genealogy with new matches		See Addendum 2	\$350	
Lead generating testing: Suspect test, non-match, Whole Genome sequencing to generate lead, augment genealogy investigation		See Addendum 2	\$2,250	
Other: Y-STR Profile Comparison Services		See Addenda 1 (7) & 2 See Addendum 2	1450	

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IDENTIFINDERS INTERNATIONAL, LLC

ADDENDUM

Identifinders International is pleased to submit the enclosed bid to Maricopa County, AZ, in response to Solicitation No. 190294, "DNA Testing of Sexual Assault Evidence". Our bid covers line item 3.1 Part C: Forensic Genealogy Service, and the subitems thereunder.

Our proposal is based on the following assumptions:

- (1) 3.1.1 DNA Extraction, 3.1.2 Sample Quality Verification & 3.1.4 DNA Extraction and Quantification

Price of extraction and quantification is per swab or blood card. Extractions from touch DNA, clothing, or bone will be priced on an individual basis.

- (2) 3.1.5 Forensic Genealogy Screening

SNP testing performed under this line item will utilize microarray technology.

- (3) 3.1.6 Forensic Genealogy Investigation - Unlimited Hours

In our experience, the average solve time for a forensic genealogy case is about 60 days, for which an average of 200-300 hours of genealogical research is required. The reduction in size of the GEDmatch database available for use by law enforcement has in some cases extended solve times by weeks or months. We observe that fewer than 10% of cases can be solved using forensic genealogy within the ten-hour budget described by this solicitation; some cases may not be solvable at all. Even so, metadata, such as an ancestry report and match screening results, as described in line item 3.1.5, can be produced for all cases.

To meet the challenge of supplying manpower sufficient to approach the approximately 90% cases that are not solvable within the prescribed 10-hour limit, Identifinders uses professional genetic genealogists who volunteer their time to solve violent crimes. Our genealogists provide pro bono research services to Identifinders, allowing the company to offer cost-effective pricing but at the same time provide the extended manpower required to solve more difficult cases. We will provide at least 10 hours genealogical research on each case as required by the solicitation, unless it is solved within the 10-hour budget. Price includes firm fixed price management fee.

- (4) 3.1.7 Ongoing Database Monitoring

Ongoing database monitoring is offered at no additional cost. We put forth our best efforts to solve each case but may put a case on hold if we feel we are unable to make progress. We will continue to monitor all such cases for new matches and renew our efforts under line item 3.1.6 should any appear.

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IDENTIFINDERS INTERNATIONAL, LLC**(5) 3.1.8 Confirmation Testing**

For a family reference who is a second degree relative or closer, STR confirmation will be performed at-cost for \$450. For more distant relatives, where genetic genealogy must be used for confirmation, at-cost target testing at \$110 each will be performed for one or more living family references using Ancestry.com.

Please see the enclosed *Price Schedule for Additional Identifinders Services* for information on Y-DNA Genetic Genealogy Analysis and Whole Genome Sequencing- Bioinformatics testing and analysis options.

PRICE SCHEDULE FOR ADDITIONAL IDENTIFINDERS SERVICES**Y-PROFILE GENETIC GENEALOGY ANALYSIS****\$1200**

- Haplogroup Prediction
- Name Search via Comparison to Online Genetic Genealogy Y-STR Databases using Identifinders Proprietary Software

The advantages of Y-Profile Genetic Genealogy Analysis in conjunction with genetic genealogy autosomal SNP testing include:

- No need to retest the evidence; analysis is based on an already-existing Y-profile generated from crime scene DNA using YFiler, YFiler Plus, or PowerPlex23 amplification kits
- Haplogroup can provide the ethnicity and often a possible nationality for an unknown.
- A match to a Y-profile found in a genetic genealogy database can provide a possible last name for a suspect.
- Y-DNA analysis is valuable in cases where evidence has been exhausted or is in too low quantities to generate a SNP profile for genetic genealogy autosomal SNP testing.

WHOLE GENOME SEQUENCING (WGS)-BIOINFORMATICS**\$1850**

- Forensic Genealogy Screening
 - 30x Whole Genome Sequencing
 - Bioinformatics to create SNP dataset for GEDmatch upload
 - Ancestry report, database upload and initial genealogy screening results with recommendations on next steps

The advantages of Whole Genome Sequencing over Microarray Analysis include:

- WGS is much more robust than microarray analysis for generating a genetic genealogy SNP profile using degraded DNA. WGS rarely fails to produce a SNP file.
- WGS requires only ~10% of the genome to generate a SNP dataset. Microarray processing requires at least 70%.

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- **WGS** includes mitochondrial DNA (mtDNA), Y-DNA, and autosomal DNA. Microarray analysis may not include mtDNA and Y-DNA, depending on chip design.
- **WGS** provides an electronic copy of the genome that can be accessed multiple times to create GEDmatch kits with a range of SNP confidence levels. Microarray analysis is a one-shot process. Should the array fail to produce data for upload to GEDmatch, additional DNA must be consumed for a second round of processing.
- Multiple **WGS** sequences derived from the same sample can be added together to improve SNP call statistics. This is not possible with multiple microarray SNP sets.
- **WGS** allows for imputation to be used for severely degraded DNA, to “repair” a genome that otherwise would be too compromised for microarray analysis.

UPLOAD TO FAMILY TREE DNA (FTDNA) DATABASE

AT COST

- Upload to FTDNA and review of matches as per Line Item 3.1.5 Forensic Genealogy Screening
 - Upload requires letter of authorization from agency
 - Only 20-40 of the top matches are shown; opt-outs are excluded
 - In the case of a close match, agency receives a report on matches, cannot access the database
 - Current FTDNA price as of September 15, 2019 is \$700

TRAVEL TO POST AWARD MEETING

AT COST

Identifinders is willing to attend a post award meeting at the Department to discuss the terms of the contract, as per 3.0 Purchasing Requirements, subitem 3.9 Post Award Meeting. Travel will be at cost to the Department, at the most economical air and hotel rates available. Meetings can be held over GoToMeeting or any other online networking platform as required.

IDENTIFINDERS INTERNATIONAL, LLC



ADDENDUM 1

Identifinders International is pleased to submit the enclosed revised pricing to Maricopa County, AZ, for Solicitation No. 190294-S, "DNA Testing of Sexual Assault Evidence". Our bid covers line items 1.3: Forensic Genealogy Testing Service.

Note: The following is the rationale for the increases in cost that have been included in our updated pricing.

1. GEDmatch now charges a fee of ~~\$200~~ **\$550** for an upload of forensic data.
2. Because Identifinders is a for-profit organization, our genetic genealogists are now engaged as Independent Contractors (ICs), which requires us to pay them a per-case fee for their services. Identifinders still offers FFP pricing, offering unlimited hours of genetic genealogy research on a case.
3. Our fee for our Y-STR comparison services has increased. However, to mitigate the risk of negative results, we have divided the service into two phases. Phase I initially determines ethnicity to ensure Y-STR names searches are performed primarily on Caucasian European cases, preventing the use of time and money on Phase II name searches that are unlikely to produce surname matches in the genetic genealogy Y-STR databases.

Our proposal is based on the following assumptions:

(1) DNA Extraction, Sample Quality Verification, & DNA Extraction and Quantification

Price of extraction and quantification is per swab or blood card. Extractions from touch DNA, clothing, or bone will be priced on an individual basis.

(2) Forensic Genealogy Screening

SNP testing performed under this line item will utilize microarray technology. Price includes GEDmatch upload.

(3) Whole Genome Sequencing

Price includes bioinformatics to generate SNP profile from WGS data. It also includes ancestry report, GEDmatch upload, and initial genealogy screening results with recommendations on next steps.

(4) Forensic Genealogy Investigation - Unlimited Hours

In our experience, the average solve time for a forensic genealogy case is about 60 days, which can involve hundreds of hours of genealogical research. The reduction in

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colleen@identifinders.com**

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size of the GEDmatch database available for use by law enforcement for violent crimes has in some cases extended solve times by weeks or months. We observe that fewer than 10% of cases can be solved using forensic genealogy within the ten-hour budget described by this solicitation; some cases may not be solvable at all. Even so, metadata, such as an ancestry report and initial genealogy screening results, as described by line item Forensic Genealogy Screening, can be produced for all cases.

To meet the challenge of supplying manpower sufficient to approach the approximately 90% cases that are not solvable within the prescribed 10-hour limit, Identifinders charges a fixed price fee for unlimited genealogical research hours. This allows the company to offer cost-effective pricing, but at the same time provide the extended manpower required to solve more difficult cases. The price for Forensic Genealogy Investigation also includes a firm fixed price management fee.

(5) Ongoing Database Monitoring

Ongoing database monitoring is offered at no additional cost. We put forth our best efforts to solve each case but may put a case on hold if we feel we are unable to make progress. We will continue to monitor all such cases for new matches and renew our efforts under line items Forensic Genealogy Screening and Whole Genome Sequencing should any appear.

(6) Confirmation Testing

For a family reference who is a second degree relative or closer, STR confirmation will be performed at-cost for \$450. For more distant relatives, where genetic genealogy must be used for confirmation, at-cost target testing at \$110 each will be performed for one or more family references using Ancestry.com.

(7) The Y-STR comparison service is offered in two phases:

Phase I	Ethnicity, haplogroup, possible nationality only	\$500
Phase II	Surname search using genetic genealogy databases	\$950
Total Phase I and Phase II		\$1,450
Upload to Family Tree DNA database		\$700

Sincerely,



Colleen Fitzpatrick, PhD
President
Identifinders International
18198 Aztec Ct., Fountain Valley, CA 92708

IDENTIFINDERS INTERNATIONAL, LLC**ADDENDUM 2****Y-STR PROFILE COMPARISON SERVICES**

Since 2000 when direct-to-consumer DNA testing companies were founded to provide low cost DNA testing to genealogists, Y-DNA testing has been of high interest to that community because it is handed down along the male line of the family along with the family name. Y-DNA testing has proven especially beneficial to male adoptees - a match found in the Y-DNA genealogy databases can indicate the surname of an adoptee's birth father. Likewise, comparing an unknown Y-profile from a cold case to the genetic genealogy Y-DNA databases may produce a last name for a suspect.

There are about 250k genetic genealogy Y-DNA profiles posted online, grouped into perhaps 5,000 or more large and small publicdatabases. Identifinders has developed software that can mine most of the largest for matches to forensic Y-STR profiles. A match may indicate a last name associated with that profile. Even without a name match, a Y-STR profile can indicate ethnic background or haplogroup (Caucasian, African America, Native America...), and sometimes a nationality. For the 1992-1993 Phoenix Canal Murders, we were able to produce a match for the Y-profile developed from crime scene DNA to a group of genealogical profiles associated with the name Miller. The list of approximately 2,000 suspects only included five Millers. This led to the arrest of Phoenix resident Bryan Patrick Miller.

As indicated by Table 1, a large fraction of the 132 Y-STR profiles we have analyzed have been Caucasian European. Cold case work benefits from Y-STR analysis because this is the ethnicity of most genetic genealogists whose data is included in the databases used for comparison. It is more difficult to find name matches to African Americans and Native Americans, but knowing that a perpetrator is one of these ethnicities can still be considered an investigative lead.

Of the total of 132 cases, ten were analyzed for haplogroup only. The results of name searches on the remaining 122 are indicated in Table 2. The results of analyzing just the 102 Caucasian European cases are shown in Table 3. Note that one, two, and three matching names are group

Table 1. Ethnicity

Ethnicity	Number	Percent
Caucasian European	102	77%
African American	14	11%
Native American	8	7%
Asian/Eurasian	4	3%
Undetermined	3	2%
Total	132	100%

Table 2. Success Rate – All Name Searches

No of Name Matches	Number	Percent
None	67	55%
One to Three	35	29%
Many	20	16%
Total	122	100%

Table 3. Success Rate – Caucasian European Name Searches Only

No of Name Matches	Number	Percent
None	41	40%
One to Three	35	34%
Many	19	19%
Total	102	100%

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colleen@identifinders.com

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together to allow for a name change, an adoption, or an illegitimacy, where a biological name differs from a legal name.

The Y-STR comparison service is offered in two phases:

Phase I	Ethnicity, haplogroup, possible nationality only	\$500
Phase II	Y-STR comparison to genetic genealogy databases	950
Total Phase I and Phase II		\$1,450

Payment terms are due on receipt of email or phone call with results, usually within about six weeks, but we work with the agency's accounting department as required. A written report is submitted as required.

For further information, please contact:

Colleen Fitzpatrick, PhD
Identifinders International
18198 Aztec Ct.
Fountain Valley, CA
92708
CFitzp0425@gmail.com
714-296-3065

Additional Pricing – Effective 06/01/2021

PRICING SHEET: NIGP CODE: 17523

Vendor Number: VS0000003359

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2020 2021 2023.**

PARABON NANOLABS INC., 11260 ROGER BACON ROAD SUITE 406 RESTON, VA 20190

SERIAL 190294-S	
NIGP CODE: 17523	
RESPONDENT'S NAME:	Parabon NanoLabs, Inc.
COUNTY VENDOR NUMBER:	VC0000010747
ADDRESS:	11260 Roger Bacon Drive, Suite 406 Reston VA 20190
P.O. ADDRESS:	
TELEPHONE NUMBER:	703.689.9689 x250
FAX NUMBER:	703.689.9695
WEB SITE:	www.parabon-nanolabs.com
CONTACT (REPRESENTATIVE):	Paula Gawthorp-Armentrout
REPRESENTATIVE'S EMAIL:	finance@parabon.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[x plga] NET 20 DAYS

1.0 PRICING:		
	UNIT PRICE (each)	
1.1 Part A: Sexual Assault Kits		
1.1 Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.		
1.1.1 Additional STR or Y-STR Amplification (Reference)	\$ N/A	
1.1.2 Additional STR or Y-STR Amplification (Evidence)	\$ N/A	
1.1.3 Non-swab sampling fee (i.e. underwear, sanitary pad, gauze, etc.)	\$ N/A	
	\$ N/A	
1.2 Sexual Assault Kit Pricing:		
1.2.1 Y-screening of kit contents to include all probative body swabs	\$ N/A	
1.2.2 Single Contributor and No Consensual Sex Cases—one evidence and one reference sample will proceed for STR Testing	\$ N/A	
1.2.3 Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases—two evidence and one reference sample will proceed for STR Testing	\$ N/A	
2.1 Part B: Advanced Forensic DNA Testing of Previously Tested Sexual Assault Kits		
2.1.1 STR or Y-STR testing of evidence sample	\$ N/A	
2.1.2 STR or YSTR testing of an extract	\$ N/A	
2.1.3 Reference Sample/Hit Confirmations	\$ N/A	
2.1.4 mtDNA testing—Evidence	\$ N/A	
2.1.5 mtDNA testing—Reference	\$ N/A	
2.1.6 Serology—Large Item	\$ N/A	

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3.1 Part C: Forensic Genealogy Service			
3.1.1 DNA Extractions (if required)		\$ N/A	
3.1.2 Genealogy Suitability Case Review		\$0 – Free	
3.1.3 Sample Quality Verification—sample re-quantification (if required)		\$ N/A	
3.1.4 DNA Extraction and Quantification		\$ N/A	
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)		\$1,500	
3.1.6 Forensic Genealogy Investigation (up to 10 hours)		\$2,333.33	See attachment in Tab 2 for options & standard packages
3.1.7 Ongoing Database Monitoring		\$0 – Free	
3.1.8 Confirmation Testing		\$ N/A	
4.1 Part D: DNA Phenotyping			
4.1.1 DNA Extractions (if required)		\$ N/A	
4.1.2 DNA Phenotyping		\$2,100	This does not include required DNA processing (genotyping) which is quoted in 3.1.5 above. It is phenotyping only. See attachment in Tab 2 for options & discounts
	KIT NAME		UNIT PRICE
5.1 Y-STR Testing (per section 2.5.2)	N/A		\$ N/A
6.1 mtDNA Testing (per section 2.5.3.1)	N/A		\$ N/A
7.1 DNA Phenotyping (per section 2.7.1)	No kits are used in phenotyping		\$ N/A

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Additional Pricing

ITEM	SNAPSHOT STANDARD SERVICES	PER UNIT LIST PRICE
-	Snapshot DNA Processing for Genetic Genealogy, Phenotyping & Kinship Services	-
1	Snapshot Processing of DNA from an Unknown Person of Interest & Basic Phenotype Report	\$1,500
-	Includes processing and genotyping of a single-source DNA sample. This is a prerequisite for all other Snapshot services. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services. Customers receive a basic phenotyping report that includes a textual description of eye color, hair color, skin color, freckling and regional (within-continent) ancestry proportions. Basic report does not include face morphology, heat maps or Snapshot composite.	-
2 [^]	Snapshot Mixture Deconvolution (For Highly Mixed Samples)	\$1,100
-	Includes processing of the known minor contributor's DNA (single-source). Customer must supply single-source DNA sample from the known, minor contributor. Snapshot Mixture Deconvolution methods will be applied to "subtract" the reference sample from the mixed result.	
2a	NGS DNA Processing on Special Highly Degraded Samples (Non-Routine)	\$1,750
-	There may be times when a sample does not pass Parabon's genotype screening process but is deemed to be a good candidate for NGS. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services.	
-	Snapshot Genetic Genealogy	
3	Snapshot Genetic Genealogy (GG) Screening and Assessment	Free
	Includes screening in publically available GG databases and a count of the promising and potentially promising genetic matches, if any are present, along with an assessment of whether the case is "workable." If it is not, Parabon will monitor GG databases for future matches. Because the screening process does not include an actual GG analysis, no surnames, potential places of origin or contact information for potential family members can be provided at this stage.	

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4	Snapshot Genetic Genealogy (GG) Analysis (15 Hour block)	\$3,500
	This service is a collaborative, information sharing engagement between Parabon and your agency designed to provide you with the maximal amount of actionable information to help solve your case. It includes: (1) up to 15 hours of professional genetic genealogy analysis; (2) investigative updates as needed to keep your agency apprised of the progress being made; (3) collaborative exchanges of information that may include requests for your agency to obtain confidential records not accessible to Parabon; (4) a customized report detailing the findings for your case, along with recommendations for next steps your agency can take to verify the information and/or leads provided; and (5) a WebEx or telephone briefing of results.	
4a	Hourly Consulting Rate for Genetic Genealogy	\$248.31
	Based on the genetic genealogy assessment, it may be deemed most appropriate for genetic genealogy to be ordered on a per hour basis outside of the normal standard blocks described in the proposal.	
-	Snapshot Phenotyping and Kinship Inference	
-	Important: Phenotyping is only possible when Parabon Snapshot DNA Processing Methods listed above are used.	
5	Snapshot Phenotyping (with the purchase of GG Analysis)	\$1,680
-	Price shown for phenotyping when ordered with GG analysis. Includes phenotype analysis, report and WebEx or telephone briefing. The standard Snapshot phenotype composite is produced at an age of 25 years and a "normal" BMI of 22. Customer may request additional composites for additional ages, BMI, hairstyles, and other enhancements. See Page 2 of this quote for Snapshot Forensic Art Options.	Discounted if GG is also purchased. If GG cannot be performed, full phenotyping rate applies
6	Snapshot Phenotyping (without the purchase of GG Analysis)	\$2,100
-	Price shown for phenotyping when ordered without GG analysis. Includes phenotype analysis, report and WebEx or telephone briefing. The standard Snapshot phenotype composite is produced at an age of 25 years and a "normal" BMI of 22. Customer may request additional composites for additional ages, BMI, hairstyles, and other enhancements. See Page 2 of this quote for Snapshot Forensic Art Options.	
7	Snapshot Kinship Inference	\$850
-	Includes comparison between a known reference DNA sample and the unknown DNA sample (line item 1), report and WebEx or telephone briefing. Requires a known reference DNA sample to be supplied by the customer.	

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ITEM	Snapshot Phenotyping Forensic Art Options	PER UNIT LIST PRICE
8	Forensic Art – Enhancement for an Existing Snapshot DNA Phenotyping Composite	\$400
-	Enhancements include: age progression or regression, BMI alteration. Customer to supply age and weight adjustments in an email when order is placed	
-	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
9	Forensic Art – Subsequent Snapshot DNA Phenotyping Forensic Art Enhancement	\$250
-	Creation of an additional rendering at a different age or BMI value from initial alteration	
-	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
10	Forensic Art – Hairstyle Adjustment	\$175
-	Modification to an existing hairstyle/ the addition of a new hairstyle	
-	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
11	Forensic Art – Accessorization	\$125
-	Modifications/addition of jewelry, hats, tattoos, etc.	
-	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
12	Forensic Art – Blended Composite (with cognitive interview)	\$650
-	Combines a Snapshot composite (not included) with that derived from a cognitive interview	
-	Turn around time is 10 days from cognitive interview	
Snapshot Phenotyping Facial Reconstruction Forensic Art Options		
13	Blended Composite (with facial reconstruction from skull)	\$875
-	Combines a Snapshot composite (not included) with that produced from a facial reconstruction from a skull or photographs of the skull	
-	Turn around time is 14 days from receipt of skull or skull characterization photographs	
Rush Fee Options for Standard Snapshot Services		
14	Incremental Rush Fee (10 day guarantee)	\$1,750
-	Incremental Rush Fee (20 day guarantee)	\$1,250
-	Incremental Rush Fee (30 day guarantee)	\$750
-	Depending on the option chosen, turn around time will be 10/20/30 business days from the day extracted DNA is received by the laboratory.	
15	Empty Lane Fee (For Rush TAT Cases)	\$650
-	Pass through charges incurred by Parabon from laboratory for running a rush sample on a genotyping chip that is not full.	

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△ If it is determined during the laboratory processing stage that the initial extracted reference DNA sample needed for Mixture Deconvolution is not of sufficient quality for a Snapshot analysis to be performed (e.g., if the DNA is degraded or too highly mixed with another DNA donor), a processing fee of \$750 will be charged instead of the full rate. In this event, Customer will be contacted to explore options that may allow the analysis to move forward (e.g., new extraction of DNA from additional biological evidence). Additional charges will apply for additional analyses and a new quote may be provided.

Turnaround Times (TAT)

DNA Processing, Mixture Deconvolution & GG Screening: 45 days from the day extracted DNA sample is received by the laboratory.

GG Analysis: 60 business days after DNA processing or agency authorization to proceed with Snapshot GG Analysis. Additional days may be required if the case is more complex than originally estimated.

Phenotyping: 10 business days after DNA processing/GG Screening and agency authorization to proceed with phenotyping.

Kinship Inference: 45 business days from the day extracted reference DNA sample is received by the laboratory.

Forensic Art Enhancements, Adjustments & Accessorizations: 10 business days from Snapshot DNA Phenotype composite completion or subsequent order date.

Forensic Art Blended Composite with Cognitive Interview: 10 business days from cognitive interview.

Forensic Art Blended Composite with Facial Reconstruction from Skull: 14 business days from receipt of skull or skull characterization photographs.

* Rush Turnaround Time Available

Guaranteed 14- and 30-day TAT available; please contact a Snapshot representative for pricing. Additional fees apply.

Snapshot Bulk Order Discounts

Five (5) Snapshot cases → 5% discount

Ten (10) Snapshot cases → 10% discount If the agency wants to obtain a 5% or 10% discount, DNA samples in increments of 5 or 10 must be shipped simultaneously and the discounted fee must be pre-paid in full prior to Parabon performing the analysis.

****This is language in addition to the County's indemnification in the contract and does NOT replace our language.**

Parabon Snapshot Forensic DNA Analysis Services Terms of Service

In accordance with the terminology used in Serial 190294 S, the term "You" in this Appendix is defined as Maricopa County and "Parabon" is used in lieu of "Contractor."

Parabon® Snapshot® services ("Service" or "Services") provided by Parabon NanoLabs, Inc. ("Parabon") are subject to the following terms and conditions:

PARABON NANOLABS INC.

1.0 PRICING:		
		UNIT PRICE (each)
1.1 Sexual Assault Kits		
<i>Sexual Assault Kit (SAK) Screening and Analysis</i> <i>Price includes Y-Screening of all swabs (samples) within a sexual assault kit.</i> <i>Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>		
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)		\$ N/A
Sexual Assault Kit Pricing:		
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)		\$ N/A
Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing		\$ N/A
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing		\$ N/A
1.2 Additional Forensic DNA Testing		
1.2.1 Forensic Screening		
Serology - Large Item		\$ N/A
Serology - Small Item		\$ N/A
1.2.2 STR DNA Testing		
	Kit Name(s):	
STR testing of evidence sample		\$ N/A
STR testing of a evidence extract		\$ N/A
STR testing of a reference sample		\$ N/A
STR testing of a reference sample extract		\$ N/A
1.2.3 YSTR DNA Testing (per section 2.5.2)		
	Kit Name(s):	
YSTR testing of evidence sample		\$ N/A
YSTR testing of a evidence extract		\$ N/A
YSTR testing of a reference sample		\$ N/A
YSTR testing of a reference sample extract		\$ N/A
1.2.4 mtDNA Testing		
mtDNA testing – Evidence		\$ N/A
mtDNA testing – Reference		\$ N/A
1.3: Forensic Genealogy Service		

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Genealogy Suitability Case Review		\$0
DNA Extractions (if required)		\$ N/A
Sample Quality Verification – sample re-quantification (if required)		\$ N/A
DNA Extraction and Quantification		\$ N/A
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)		\$1,500
Whole Genome Sequencing		\$2,180 See additional pricing attached
Forensic Genealogy Investigation (additional blocks of 10)		\$2,333.33 See attached for package pricing
Ongoing Database Monitoring		\$0
Confirmation Testing		\$ N/A
Effective Immediately	Target testing is SNP testing of a known individual (usually collected with consent) to be compared to a POI and other matches to help build the tree further	\$850* + \$50 extraction if non-Parabon swabs are used *This is the same as the Snapshot Kinship Inference already under contract, the \$50 extraction fee is new
Target testing		
Other:		\$199 GEDmatch fee
1.4 DNA Phenotyping		
DNA Extractions (if required)		\$ N/A
DNA Phenotyping		\$1,680 See attached for description
1.5 mtDNA Testing (per section 2.5.3.1)		\$ N/A
1.6 Probabilistic Genotyping		
Raw data files from previously processed samples		\$ N/A
1.7 Additional Services		See attached See additional pricing attached

Pricing – Effective 06/01/2021

PARABON NANOLABS INC.

ACKNOWLEDGEMENTS

By requesting or ordering Services, whether acting individually or on behalf of your organization, you acknowledge the following: (1) You are responsible for knowing and complying with the laws of your jurisdiction, if any exist, pertaining to the use of DNA for the following forensic purposes: genetic genealogy, kinship inference, and phenotyping; and (2) the products resulting from the Services are strictly limited to reports in PDF format for genetic genealogy, kinship inference, and phenotyping ("Materials").

NO WARRANTIES

THE SERVICES ARE PROVIDED TO YOU ON AN AS IS/AS AVAILABLE BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARABON MAKES NO WARRANTY AS TO THE RELIABILITY OF THE SERVICES OR MATERIALS. ANY USE OF THE MATERIALS, INCLUDING ANY RELIANCE THEREON, IS AT YOUR SOLE RISK.

PARABON MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR THAT THE MATERIALS WILL BE ERROR-FREE.

LIMITATIONS AND INTENDED USE

Snapshot Materials are intended to help investigators operate more efficiently, for example, by providing information about an unknown subject that has the potential to generate new leads, narrow a suspect list, or jog witnesses' memories. It is your obligation, acting individually or on behalf of your organization, to use the information provided to you responsibly and only for lawful purposes.

IMPORTANT: Snapshot Materials are for Lead Generation Only.

Snapshot DNA phenotyping composites are provided as approximations of appearance that summarize predicted ancestry and traits. Because many environmental influences can affect an individual's appearance that are not contained within DNA (and thus cannot be predicted through DNA phenotyping), Snapshot composites cannot be expected to represent a subject's exact appearance. Examples of environmental influences that affect an individual's appearance include, but are not limited to age, weight, scars, exposure to smoking, exposure to sun, tattoos, hairstyles, and presence of facial hair.

By default, Snapshot composites are generated at a target age of 25 years and a body mass index (BMI) of 22, which is the average of the 'Normal' BMI range. However, if additional information about the lifestyle or age of the unknown subject is known, such information can be incorporated into a composite by Parabon's Forensic Art Department.

IMPORTANT: Snapshot composites are NOT intended for use with facial recognition software.

Furthermore, Snapshot composites must be used, at all times, in conjunction with their associated phenotype and ancestry predictions. Accordingly, Snapshot composites may NOT be distributed as standalone images ("faces"), either within your organization or externally to any third party.

LIMITATION OF LIABILITY

PARABON SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES AND/OR MATERIALS, EVEN IF PARABON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM RELIANCE BY ANY PARTY ON THE CONTENTS OF THE MATERIALS, OR DAMAGES ARISING IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, MATERIALS OR OTHER INFORMATION SENT TO OR BY YOU, AS APPLICABLE, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, FORCE MAJEURE, TELECOMMUNICATIONS FAILURE, THEFT, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MATERIALS.

PARABON NANOLABS INC.

INTELLECTUAL PROPERTY

Parabon retains all right, title and interest in and to the Services and the Materials, including, without limitation, all trademarks, trade names, logos and service marks (collectively, "Trademarks"), and all patents, copyrights, trade secrets and know how relating thereto or comprised thereby (collectively, "Intellectual Property").

In return for your order of and payment for Services or Materials, Parabon hereby grants to you a non-exclusive, non-assignable, limited purpose license to access and use the Materials (which shall at all times be and remain the sole and exclusive property of Parabon) for your own personal or organizational purposes (as applicable).

You shall not modify or, except as expressly permitted herein to the contrary, reproduce or distribute the Materials in any manner without Parabon's prior written consent thereto, or make any use of the Intellectual Property without Parabon's express prior written consent thereto. Notwithstanding the foregoing, if you are an authorized law enforcement organization or professional, you may disclose the Materials, without prior written consent from Parabon, to the public and/or news media for distribution for the purpose of aiding an investigation or reporting on a crime provided that, in all cases, Parabon NanoLabs is credited with production of the Materials.

Under no circumstances may the Materials be altered by a third party, including non-Parabon forensic artists.

CONFIDENTIALITY AND MEDIA INQUIRIES

It is Parabon's policy to maintain confidentiality about its working relationship with you and only discuss case details with you, the designated forensic laboratory representative working on your case, and any criminal justice representatives whom you authorize to participate in email / telephone discussions and/or briefings. If you decide to release the Snapshot Materials to the public, you agree to use the language provided in the Snapshot Media Kit when describing the Snapshot technology and Service. Further, you agree to notify Parabon at least three (3) days in advance of the planned media release and allow Parabon to edit any press releases and/or associated press conference scripts that describe the Snapshot Materials. At your request, Parabon will provide you with a complimentary, media-friendly poster of any Snapshot DNA phenotyping results in PDF format that can be distributed to the public and/or media. By default, Parabon will not review or explain the Snapshot Materials specific to your case with the media unless directed to do so by you or an authorized agent of your organization. Notwithstanding the foregoing, Parabon reserves the right to speak with and be interviewed by any media outlet at any time concerning the Snapshot technology and Service.

ACCOUNT ACCESS AND PROTECTION

You acknowledge that the Materials are accessible by you via a web-based account. You are responsible for providing all hardware, system software, access devices, networks and telecommunications or other connections required to access the account and for paying all telephony, data transmission and other costs associated with such access. You are responsible for maintaining the confidentiality of your account password and you are solely responsible for all activities that occur through your account, including the activities of others, regardless of whether such activities are authorized. You agree to immediately notify Parabon of any breach or unauthorized use of your account. Parabon reserves the right to require you to alter your password if Parabon believes that your password is no longer secure. You agree that you will be solely responsible for any loss or damage you suffer as a result of your failure to adequately safeguard your account information.

INDEMNIFICATION

You shall defend, indemnify and hold harmless Parabon and its affiliates, and their respective officers, directors, employees and advisors, from and against any and all claims, demands, suits or proceedings brought against Parabon by any third party based upon or arising out of your request for, access to and use of the Services and/or the Materials, and any breach by you of these terms and conditions.

PARABON NANOLABS INC.

ITEM	SNAPSHOT STANDARD SERVICES	PER UNIT LIST PRICE
Snapshot DNA Processing for Genetic Genealogy, Phenotyping & Kinship Services		
1	Snapshot Processing of DNA from an Unknown Person-of-Interest & Basic Phenotype Report	\$1,500
	Includes processing and genotyping of a single-source DNA sample. This is a prerequisite for all other Snapshot services. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services. Customers receive a basic phenotyping report that includes a textual description of eye color, hair color, skin color, freckling and regional (within-continent) ancestry proportions. Basic report does <u>not</u> include face morphology, heat maps or Snapshot composite.	
2^	Snapshot Mixture Deconvolution (For Highly Mixed Samples	\$1,100
	Includes processing of the known minor contributor's DNA (single-source). Customer must supply single source DNA sample from the known, minor contributor. Snapshot Mixture Deconvolution methods will be applied to "subtract" the reference sample from the mixed result.	
2a	Whole Genome Sequencing (WGS) DNA Processing	\$2,180
	WGS is offered for highly degraded samples that do not pass Parabon's SNP genotyping DNA screening process. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services.	
2b	Degraded DNA Treatment (Additional WGS Procedure)	\$740
Snapshot Genetic Genealogy		
3	Snapshot Genetic Genealogy (GG) Screening and Assessment	Free
	Includes screening in publically available GG databases and a count of the promising and potentially promising genetic matches, if any are present, along with an assessment of whether the case is "workable." If it is not, Parabon will monitor GG databases for future matches. Because the screening process does not include an actual GG analysis, no surnames, potential places of origin or contact information for potential family members can be provided at this stage.	
3a	ThirdParty Upload Fee (GEDmatch)	\$199
	GEDmatch charges a fee for each DNA data file uploaded. Parabon will pay this fee at the time of upload and include the fee in an invoice to your agency.	

PARABON NANOLABS INC.

4	Snapshot Genetic Genealogy (GG) Analysis (15 Hour block)	\$3,500
	This service is a collaborative, information sharing engagement between Parabon and your agency designed to provide you with the maximal amount of actionable information to help solve your case. It includes: (1) up to 15 hours of professional genetic genealogy analysis; (2) investigative updates as needed to keep your agency apprised of the progress being made; (3) collaborative exchanges of information that may include requests for your agency to obtain confidential records not accessible to Parabon; (4) a customized report detailing the findings for your case, along with recommendations for next steps your agency can take to verify the information and/or leads provided; and (5) a WebEx or telephone briefing of results.	
4a	Hourly Consulting Rate for Genetic Genealogy	\$248.31
	Based on the genetic genealogy assessment, it may be deemed most appropriate for genetic genealogy to be ordered on a per hour basis outside of the normal standard blocks described in the proposal.	
Snapshot Phenotyping and Kinship Inference Important: Phenotyping is only possible when Parabon Snapshot DNA Processing Methods listed above are used.		
5	Snapshot Advanced DNA Phenotyping	\$1,680
	Prediction of physical appearance and ancestry from a DNA sample. Includes phenotype analysis, report and WebEx or telephone briefing. The standard Snapshot phenotype composite is produced at an age of 25 years and a "normal" BMI of 22. Customer may request additional composites for additional ages, BMI, hairstyles, and other enhancements. See Page 2 of this quote for Snapshot Forensic Art Options.	
6	Intentionally Left Blank	
7	Snapshot Kinship Inference	\$850
	Includes comparison between a known reference DNA sample and the unknown DNA sample (line item 1), report and WebEx or telephone briefing. Requires a known reference DNA sample to be supplied by the customer.	

PARABON NANOLABS INC.

ITEM	Snapshot Phenotyping Forensic Art Options	PER UNIT LIST PRICE
8	Forensic Art - Enhancement for an Existing Snapshot DNA Phenotyping Composite	\$400
	Enhancements include: age progression or regression, BMI alteration. Customer to supply age and weight adjustments in an email when order is placed	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
9	Forensic Art - Subsequent Snapshot DNA Phenotyping Forensic Art Enhancement	\$250
	Creation of an additional rendering at a different age or BMI value from initial alteration	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
10	Forensic Art - Hairstyle Adjustment	\$175
	Modification to an existing hairstyle/ the addition of a new hairstyle	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
11	Forensic Art - Accessorization	\$125
	Modifications/addition of jewelry, hats, tattoos, etc.	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
12	Forensic Art - Blended Composite (with cognitive interview)	\$650
	Combines a Snapshot composite (not included) with that derived from a cognitive interview	
	Turn around time is 10 days from cognitive interview	
Snapshot Phenotyping Facial Reconstruction Forensic Art Options		
13	Blended Composite (with facial reconstruction from skull)	\$875
	Combines a Snapshot composite (not included) with that produced from a facial reconstruction from a skull or photographs of the skull	
	Turn around time is 14 days from receipt of skull or skull characterization photographs	
Rush Fee Options for Standard Snapshot Services		
14	Incremental Rush Fee (10 day guarantee)	\$1,750
	Incremental Rush Fee (20 day guarantee)	\$1,250
	Incremental Rush Fee (30 day guarantee)	\$750
	Depending on the option chosen, turn around time will be 10/20/30 business days from the day extracted DNA is received by the laboratory.	
15	Empty Lane Fee (For Rush TAT Cases)	\$650
	Pass through charges incurred by Parabon from laboratory for running a rush sample on a genotyping chip that is not full.	

Additional Pricing – Effective 06/01/2021

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PARABON NANOLABS INC.

Additional Pricing - Updated 10/14/2020

ITEM	SNAPSHOT STANDARD SERVICES	PER UNIT LIST PRICE
Snapshot DNA Processing for Genetic Genealogy, Phenotyping & Kinship Services		
1	Snapshot Processing of DNA from an Unknown Person-of-Interest & Basic Phenotype Report	\$1,500
	Includes processing and genotyping of a single-source DNA sample. This is a prerequisite for all other Snapshot services. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services. Customers receive a basic phenotyping report that includes a textual description of eye color, hair color, skin color, freckling and regional (within-continent) ancestry proportions. Basic report does <u>not</u> include face morphology, heat maps or Snapshot composite.	
2^	Snapshot Mixture Deconvolution (For Highly Mixed Samples)	\$1,100
	Includes processing of the known minor contributor's DNA (single-source). Customer must supply single source DNA sample from the known, minor contributor. Snapshot Mixture Deconvolution methods will be applied to "subtract" the reference sample from the mixed result.	
2a	Whole Genome Sequencing (WGS) DNA Processing	\$2,180
2b	WGS is offered for highly degraded samples that do not pass Parabon's SNP genotyping DNA screening process. With one DNA sample and processing, customers can use that data file produced for numerous Snapshot services. Degraded DNA Treatment (Additional WGS Procedure)	\$740
Snapshot Genetic Genealogy		
3	Snapshot Genetic Genealogy (GG) Screening and Assessme	Free
	Includes screening in publically available GG databases and a count of the promising and potentially promising genetic matches, if any are present, along with an assessment of whether the case is "workable." If it is not, Parabon will monitor GG databases for future matches. Because the screening process does not include an actual GG analysis, no surnames, potential places of origin or contact information for potential family members can be provided at this stage.	

PARABON NANOLABS INC.

4	Snapshot Genetic Genealogy (GG) Analysis (15 Hour block)	\$3,500
	This service is a collaborative, information sharing engagement between Parabon and your agency designed to provide you with the maximal amount of actionable information to help solve your case. It includes: (1) up to 15 hours of professional genetic genealogy analysis; (2) investigative updates as needed to keep your agency apprised of the progress being made; (3) collaborative exchanges of information that may include requests for your agency to obtain confidential records not accessible to Parabon; (4) a customized report detailing the findings for your case, along with recommendations for next steps your agency can take to verify the information and/or leads provided; and (5) a WebEx or telephone briefing of results.	
4a	Hourly Consulting Rate for Genetic Genealogy	\$248.31
	Based on the genetic genealogy assessment, it may be deemed most appropriate for genetic genealogy to be ordered on a per hour basis outside of the normal standard blocks described in the proposal.	
Snapshot Phenotyping and Kinship Inference Important: Phenotyping is only possible when Parabon Snapshot DNA Processing Methods listed above are used.		
5	Snapshot Advanced DNA Phenotyping	\$1,680
	Prediction of physical appearance and ancestry from a DNA sample. Includes phenotype analysis, report and WebEx or telephone briefing. The standard Snapshot phenotype composite is produced at an age of 25 years and a "normal" BMI of 22. Customer may request additional composites for additional ages, BMI, hairstyles, and other enhancements. See Page 2 of this quote for Snapshot Forensic Art Options.	
6	Intentionally Left Blank	
7	Snapshot Kinship Inference	\$850
	Includes comparison between a known reference DNA sample and the unknown DNA sample (line item 1), report and WebEx or telephone briefing. Requires a known reference DNA sample to be supplied by the customer.	

PARABON NANOLABS INC.

ITEM Snapshot Phenotyping Forensic Art Options		PER UNIT LIST PRICE
8	Forensic Art - Enhancement for an Existing Snapshot DNA Phenotyping Composite	\$400
	Enhancements include: age progression or regression, BMI alteration. Customer to supply age and weight adjustments in an email when order is placed	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
9	Forensic Art - Subsequent Snapshot DNA Phenotyping Forensic Art Enhancement	\$250
	Creation of an additional rendering at a different age or BMI value from initial alteration	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
10	Forensic Art - Hairstyle Adjustment	\$175
	Modification to an existing hairstyle/ the addition of a new hairstyle	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
11	Forensic Art - Accessorization	\$125
	Modifications/addition of jewelry, hats, tattoos, etc.	
	Turn around time: 10 days from Snapshot Phenotype composite completion or subsequent order date.	
12	Forensic Art - Blended Composite (with cognitive interview)	\$650
	Combines a Snapshot composite (not included) with that derived from a cognitive interview	
	Turn around time is 10 days from cognitive interview	
Snapshot Phenotyping Facial Reconstruction Forensic Art Options		
13	Blended Composite (with facial reconstruction from skull)	\$875
	Combines a Snapshot composite (not included) with that produced from a facial reconstruction from a skull or photographs of the skull	
	Turn around time is 14 days from receipt of skull or skull characterization photographs	
Rush Fee Options for Standard Snapshot Services		
14	Incremental Rush Fee (10 day guarantee)	\$1,750
	Incremental Rush Fee (20 day guarantee)	\$1,250
	Incremental Rush Fee (30 day guarantee)	\$750
	Depending on the option chosen, turn around time will be 10/20/30 business days from the day extracted DNA is received by the laboratory.	
15	Empty Lane Fee (For Rush TAT Cases)	\$650
	Pass through charges incurred by Parabon from laboratory for running a rush sample on a genotyping chip that is not full.	

PARABON NANOLABS INC.

^ If it is determined during the laboratory processing stage that the initial extracted reference DNA sample needed for Mixture Deconvolution is not of sufficient quality for a Snapshot analysis to be performed (e.g., if the DNA is degraded or too highly mixed with another DNA donor), a processing fee of \$750 will be charged instead of the full rate. In this event, Customer will be contacted to explore options that may allow the analysis to move forward (e.g., new extraction of DNA from additional biological evidence). Additional charges will apply for additional analyses and a new quote may be provided.

Turnaround Times (TAT)

DNA Processing, Mixture Deconvolution & GG Screening: 45 days from the day extracted DNA sample is received by the laboratory.

GG Analysis: 60 business days after DNA processing or agency authorization to proceed with Snapshot GG Analysis. Additional days may be required if the case is more complex than originally estimated.

Phenotyping: 10 business days after DNA processing/GG Screening and agency authorization to proceed with phenotyping.

Kinship Inference: 45 business days from the day extracted reference DNA sample is received by the laboratory.

Forensic Art Enhancements, Adjustments & Accessorizations: 10 business days from Snapshot DNA Phenotype composite completion or subsequent order date.

Forensic Art Blended Composite with Cognitive Interview: 10 business days from cognitive interview.

Forensic Art Blended Composite with Facial Reconstruction from Skull: 14 business days from receipt of skull or skull characterization photographs.

* Rush Turnaround Time Available

Guaranteed 14- and 30-day TAT available; please contact a Snapshot representative for pricing. Additional fees apply.

Snapshot Bulk Order Discounts

Five (5) Snapshot cases → 5% discount

Ten (10) Snapshot cases ⇒ 10% discount If the agency wants to obtain a 5% or 10% discount, DNA samples in increments of 5 or 10 must be shipped simultaneously and the discounted fee must be pre-paid in full prior to Parabon performing the analysis.

**This is language in addition to the County's indemnification in the contract and does NOT replace our language.

Parabon Snapshot Forensic DNA Analysis Services Terms of Service

In accordance with the terminology used in Serial 190294-S, the term "You" in this Appendix is defined as Maricopa County and "Parabon" is used in lieu of "Contractor"

Parabon® Snapshot® services ("Service" or "Services") provided by Parabon NanoLabs, Inc. ("Parabon") are subject to the following terms and conditions.

PARABON NANOLABS INC.

ACKNOWLEDGEMENTS

By requesting or ordering Services, whether acting individually or on behalf of your organization, you acknowledge the following: (1) You are responsible for knowing and complying with the laws of your jurisdiction, if any exist, pertaining to the use of DNA for the following forensic purposes: genetic genealogy, kinship inference, and phenotyping; and (2) the products resulting from the Services are strictly limited to reports in PDF format for genetic genealogy, kinship inference, and phenotyping ("Materials").

NO WARRANTIES

THE SERVICES ARE PROVIDED TO YOU ON AN AS IS/AS AVAILABLE BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARABON MAKES NO WARRANTY AS TO THE RELIABILITY OF THE SERVICES OR MATERIALS. ANY USE OF THE MATERIALS, INCLUDING ANY RELIANCE THEREON, IS AT YOUR SOLE RISK.

PARABON MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR THAT THE MATERIALS WILL BE ERROR-FREE.

LIMITATIONS AND INTENDED USE

Snapshot Materials are intended to help investigators operate more efficiently, for example, by providing information about an unknown subject that has the potential to generate new leads, narrow a suspect list, or jog witnesses' memories. It is your obligation, acting individually or on behalf of your organization, to use the information provided to you responsibly and only for lawful purposes.

IMPORTANT: Snapshot Materials are for Lead Generation Only.

Snapshot DNA phenotyping composites are provided as approximations of appearance that summarize predicted ancestry and traits. Because many environmental influences can affect an individual's appearance that are not contained within DNA (and thus cannot be predicted through DNA phenotyping), Snapshot composites cannot be expected to represent a subject's exact appearance. Examples of environmental influences that affect an individual's appearance include, but are not limited to age, weight, scars, exposure to smoking, exposure to sun, tattoos, hairstyles, and presence of facial hair.

By default, Snapshot composites are generated at a target age of 25 years and a body mass index (BMI) of 22, which is the average of the 'Normal' BMI range. However, if additional information about the lifestyle or age of the unknown subject is known, such information can be incorporated into a composite by Parabon's Forensic Art Department.

IMPORTANT: Snapshot composites are NOT intended for use with facial recognition software.

Furthermore, Snapshot composites must be used, at all times, in conjunction with their associated phenotype and ancestry predictions. Accordingly, Snapshot composites may NOT be distributed as standalone images ("faces"), either within your organization or externally to any third party.

LIMITATION OF LIABILITY

PARABON SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES AND/OR MATERIALS, EVEN IF PARABON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM RELIANCE BY ANY PARTY ON THE CONTENTS OF THE MATERIALS, OR DAMAGES ARISING IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, MATERIALS OR OTHER INFORMATION SENT TO OR BY YOU, AS APPLICABLE, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, FORCE MAJEURE, TELECOMMUNICATIONS FAILURE, THEFT, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MATERIALS.

PARABON NANOLABS INC.

INTELLECTUAL PROPERTY

Parabon retains all right, title and interest in and to the Services and the Materials, including, without limitation, all trademarks, trade names, logos and service marks (collectively, "Trademarks"), and all patents, copyrights, trade secrets and know how relating thereto or comprised thereby (collectively, "Intellectual Property").

In return for your order of and payment for Services or Materials, Parabon hereby grants to you a non-exclusive, non-assignable, limited purpose license to access and use the Materials (which shall at all times be and remain the sole and exclusive property of Parabon) for your own personal or organizational purposes (as applicable).

You shall not modify or, except as expressly permitted herein to the contrary, reproduce or distribute the Materials in any manner without Parabon's prior written consent thereto, or make any use of the Intellectual Property without Parabon's express prior written consent thereto. Notwithstanding the foregoing, if you are an authorized law enforcement organization or professional, you may disclose the Materials, without prior written consent from Parabon, to the public and/or news media for distribution for the purpose of aiding an investigation or reporting on a crime provided that, in all cases, Parabon NanoLabs is credited with production of the Materials.

Under no circumstances may the Materials be altered by a third party, including non-Parabon forensic artists.

CONFIDENTIALITY AND MEDIA INQUIRIES

It is Parabon's policy to maintain confidentiality about its working relationship with you and only discuss case details with you, the designated forensic laboratory representative working on your case, and any criminal justice representatives whom you authorize to participate in email / telephone discussions and/or briefings. If you decide to release the Snapshot Materials to the public, you agree to use the language provided in the Snapshot Media Kit when describing the Snapshot technology and Service. Further, you agree to notify Parabon at least three (3) days in advance of the planned media release and allow Parabon to edit any press releases and/or associated press conference scripts that describe the Snapshot Materials. At your request, Parabon will provide you with a complimentary, media-friendly poster of any Snapshot DNA phenotyping results in PDF format that can be distributed to the public and/or media. By default, Parabon will not review or explain the Snapshot Materials specific to your case with the media unless directed to do so by you or an authorized agent of your organization. Notwithstanding the foregoing, Parabon reserves the right to speak with and be interviewed by any media outlet at any time concerning the Snapshot technology and Service.

ACCOUNT ACCESS AND PROTECTION

You acknowledge that the Materials are accessible by you via a web-based account. You are responsible for providing all hardware, system software, access devices, networks and telecommunications or other connections required to access the account and for paying all telephony, data transmission and other costs associated with such access. You are responsible for maintaining the confidentiality of your account password and you are solely responsible for all activities that occur through your account, including the activities of others, regardless of whether such activities are authorized. You agree to immediately notify Parabon of any breach or unauthorized use of your account. Parabon reserves the right to require you to alter your password if Parabon believes that your password is no longer secure. You agree that you will be solely responsible for any loss or damage you suffer as a result of your failure to adequately safeguard your account information.

INDEMNIFICATION

You shall defend, indemnify and hold harmless Parabon and its affiliates, and their respective officers, directors, employees and advisors, from and against any and all claims, demands, suits or proceedings brought against Parabon by any third party based upon or arising out of your request for, access to and use of the Services and/or the Materials, and any breach by you of these terms and conditions.

PARABON NANOLABS INC.

Vendor Number: VC0000010747

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2020 2021 2023.**

SORENSEN FORENSICS, LLC DBA: GENETIC TECHNOLOGIES, 2511 SW TEMPLE SALT LAKE CITY, UT 84115

SERIAL 190294-S	
NIGP CODE: 17523	
RESPONDENT'S NAME:	Sorenson Forensics
COUNTY VENDOR NUMBER:	VC0000002600
ADDRESS:	2511 South West Temple Salt Lake City, UT 84115
P.O. ADDRESS:	Same as above
TELEPHONE NUMBER:	801-462-1400
FAX NUMBER:	801-462-1404
WEB SITE:	www.sorensonforensics.com
CONTACT (REPRESENTATIVE):	Kent Harman
REPRESENTATIVE'S EMAIL:	kharman@genetictechnologies.com

-	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[X] NET 30 DAYS

1.0 PRICING:		
	UNIT PRICE (each)	
1.1 Part A: Sexual Assault Kits		
1.1 Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.		
1.1.1 Additional STR or Y-STR Amplification (Reference)	\$231	*At time of original testing of Sexual Assault Kit.
1.1.2 Additional STR or Y-STR Amplification (Evidence)	\$434	
1.1.3 Non-swab sampling fee (i.e. underwear, sanitary pad, gauze, etc.)	\$295	
	\$ N/A	
1.2 Sexual Assault Kit Pricing:	\$ N/A	
1.2.1 Y-screening of kit contents to include all probative body swabs	\$500	
1.2.2 Single Contributor and No Consensual Sex Cases – one evidence and one reference sample will proceed for STR Testing	\$655	
1.2.3 Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases – two evidence and one reference sample will proceed for STR Testing	\$965	
2.1 Part B: Advanced Forensic DNA Testing of Previously Tested Sexual Assault Kits		

SORENSEN FORENSICS, LLC DBA GENETIC TECHNOLOGIES

2.1.1 STR or Y-STR testing of evidence sample	\$671	
2.1.2 STR or YSTR testing of an extract	\$580	
2.1.3 Reference Sample/Hit Confirmations	\$352	
2.1.4 mtDNA testing— Evidence	N/A	
2.1.5 mtDNA testing— Reference	N/A	
2.1.6 Serology— Large Item	\$786	
3.1 Part C: Forensic Genealogy Service		
3.1.1 DNA Extractions (if required)	N/A	
3.1.2 Genealogy Suitability Case Review	N/A	
3.1.3 Sample Quality Verification— sample re-quantification (if required)	N/A	
3.1.4 DNA Extraction and Quantification	N/A	
3.1.5 Forensic Genealogy Screening (includes SNP testing, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)	N/A	
3.1.6 Forensic Genealogy Investigation (up to 10 hours)	N/A	See attachment in Tab 2 for options & standard packages
3.1.7 Ongoing Database Monitoring	N/A	
3.1.8 Confirmation Testing	N/A	
4.1 Part D: DNA Phenotyping		
4.1.1 DNA Extractions (if required)	N/A	
4.1.2 DNA Phenotyping	N/A	This does not include required DNA processing (genotyping) which is quoted in 3.1.5 above. It is phenotyping only. See attachment in Tab 2 for options & discounts
	KIT NAME	UNIT PRICE
5.1 Y-STR Testing (per section 2.5.2)	Y23	\$671
6.1 mtDNA Testing (per section 2.5.3.1)	N/A	N/A
7.1 DNA Phenotyping (per section 2.7.1)	N/A	N/A

1.0— PRICING:	
	UNIT PRICE— (each)
1.1 Sexual Assault Kits	
<i>Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>	
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)	175

SORENSEN FORENSICS, LLC DBA GENETIC TECHNOLOGIES

Sexual Assault Kit Pricing:			
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)			\$475 (up to 5 items screened, \$95 for each additional item)
Single Contributor and Non Consensual Sex Cases—one evidence and one reference sample includes screening through STR/YSTR Testing			\$925 (up to 5 items screened)
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases—two evidence and one reference sample includes screening through STR/YSTR Testing			1125(up to 5 items screened)
1.2 Additional Forensic DNA Testing			
1.2.1 Forensic Screening			
Serology— Large Item			\$357
Serology— Small Item			\$178
1.2.2 STR DNA Testing			
STR testing of evidence sample	Kit Name(s):	GlobalFiler or PowerPlexFusion 6C	\$558 (diff)/\$315 (nondiff)
STR testing of a evidence extract			\$178 / associated RB \$123
STR testing of a reference sample			\$178
STR testing of a reference sample extract			\$123 / associated RB \$123
1.2.3 YSTR DNA Testing (per section 2.5.2)			
YSTR testing of evidence sample	Kit Name(s):	PowerPlexY23	\$315(nondiff)
YSTR testing of a evidence extract			\$178 / associated RB \$123
YSTR testing of a reference sample			\$178
YSTR testing of a reference sample extract			\$123 / associated RB \$123
1.2.4 mtDNA Testing			
mtDNA testing— Evidence			\$3,200
mtDNA testing— Reference			\$1,600

SORENSEN FORENSICS, LLC DBA GENETIC TECHNOLOGIES

1.3: Forensic Genealogy Service	
Genealogy Suitability Case Review	\$No charge on active contracts
DNA Extractions (if required)	\$137
Sample Quality Verification—sample re-quantification (if required)	\$137
DNA Extraction and Quantification	\$650
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)	\$3,800
Whole Genome Sequencing (not limited microarray analysis)	\$3,350
Forensic Genealogy Investigation (additional blocks of 10)	150 per hour, capped at 1500 (we complete the case regardless of time required over 10 hours)
Ongoing Database Monitoring	\$No charge for active contracts
Confirmation Testing	\$339
Other:	\$
1.4 DNA Phenotyping	
DNA Extractions (if required)	\$137
DNA Phenotyping	\$1,500
1.5 mtDNA Testing (per section 2.5.3.1)	\$3,200
1.6 Probabilistic Genotyping	
Raw data files from previously processed samples	\$375
1.7 Additional Services	
MVAC collection, per filter	\$775
Bone sample extraction	\$1,289
Expert Testimony	\$1199 to \$2160/day not including travel and lodging

Forensic Genealogy Screening—Whole Genome Sequencing, cost per sample \$4,000.00

Pricing—Effective 06/01/2021

Vendor Number: VC0000002600

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending December 31, 2020-2021.

CONTRACT EXPIRED EFF. 01/01/22

GENE BY GENE, LTD DBA: FAMILYTREEDNA, 1445 NORTH LOOP WEST STE 820, HOUSTON TX 77008

COMPANY NAME:	Gene by Gene, LTD		
DOING BUSINESS AS (dba):	Gene by Gene		
MAILING ADDRESS:	1445 North Loop West, Ste. 820, Houston, Texas 77008		
REMIT TO ADDRESS:	1445 North Loop West, Ste. 820, Houston, Texas 77008		
TELEPHONE NUMBER:	713-474-2401		
FAX NUMBER:	855-962-2362		
WWW ADDRESS:	genebygene.com		
REPRESENTATIVE NAME:	Connie Bormans		
REPRESENTATIVE TELEPHONE NUMBER:	832-422-0004		
REPRESENTATIVE EMAIL ADDRESS	bd@genebygene.com		
	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ NET 30 DAYS

PRICING	
ITEM DESCRIPTION	
1.1 Sexual Assault Kits	UNIT PRICE (each)
<i>Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>	
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)	n/a
Sexual Assault Kit Pricing:	
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)	n/a
Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing	n/a
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing	n/a
1.2 Additional Forensic DNA Testing	
1.2.1 Forensic Screening	
Serology - Large Item	n/a
Serology - Small Item	n/a

GENE BY GENE, LTD DBA: FAMILYTREEDNA

1.2.2 STR DNA Testing	Kit Name(s):	
STR testing of evidence sample		n/a
STR testing of a evidence extract		n/a
STR testing of a reference sample		n/a
STR testing of a reference sample extract		n/a
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):	
YSTR testing of evidence sample		n/a
YSTR testing of a evidence extract		n/a
YSTR testing of a reference sample		n/a
YSTR testing of a reference sample extract		n/a
1.2.4 mtDNA Testing		
mtDNA testing – Evidence		n/a
mtDNA testing – Reference		n/a
1.3: Forensic Genealogy Service		Gene By Gene Notes
Genealogy Suitability Case Review		\$0 *Consultation of Case Review is not cost
DNA Extractions (if required)		\$0 *Include with testing cost (1 extraction)
Sample Quality Verification – sample re-quantification (if required)		\$0 *NanoDrop or Qubit Quantification included with testing cost
DNA Extraction and Quantification		\$100 *Additional extraction if needed
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)		\$4,725 *SNP Testing + Investigative Genetic Genealogy: Includes SNP testing (single source samples only), upload to FTDNA, ancestry report, genealogy research with recommendations. Includes ongoing data base monitoring until case is solved. (10% discount applied)
Whole Genome Sequencing		\$1,620 *Includes down sampling sequencing data into SNP Profile, upload to the FTDNA database (single source samples only) (10% discount applied)
Forensic Genealogy Investigation (additional blocks of 10)		n/a *Gene By Gene provides IGG as a flat rate not hourly rate.

GENE BY GENE, LTD DBA: FAMILYTREEDNA

Ongoing Database Monitoring		\$0	*Included with Investigative Genetic Genealogy cost
Confirmation Testing		\$152	*Reference Testing - Consent from Tester is required (10% discount applied)
Other:	Other:		
	Y-111 STR Testing	\$315	*Includes Y-STR 111 testing, analysis and upload to FTDNA database (10% discount applied)
	Y-STR Comparison search	\$134	*Searching pre-existing Y-STR profile against FTDNA database (10% discount applied)
	SNP Testing Only	\$675	*Includes SNP testing (single source samples only), and upload to FTDNA, ancestry report (10% discount applied)
	Whole Genome Sequencing +IGG	\$5,670	*WGS + Investigative Genetic Genealogy: Includes WGS (single source only), upload to FTDNA, ancestry report, genealogy research with recommendations. Includes ongoing database monitoring until case is solved (10% discount applied)
Effective Immediately		\$169.00 per reference sample	
Target Testing		Target testing is SNP testing of a known individual (usually collected with consent) to be compared to POI and other matches to help build the tree further.	
1.4 DNA Phenotyping			
DNA Extractions (if required)		n/a	
DNA Phenotyping		n/a	
1.5 mtDNA Testing (per section 2.5.3.1)		n/a	
1.6 Probabilistic Genotyping			
Raw data files from previously processed samples		\$	
1.7 Additional Services		\$	
Gene By Gene provided a Terms of Service Investigative Genetic Genealogy Service agreement they are asking the County to agree to -- needs to be reviewed by legal before we can agree to acceptance			

GENE BY GENE, LTD DBA: FAMILYTREEDNA

PRICING SHEET: NIGP CODE: 17523

Vendor Number: VS0000004433

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021 2023.**

ADDED EFFECTIVE 06/10/2021

SOUTHWEST RESEARCH INSTITUTE DBA: SIGNATURE SCIENCE, LLC. 8329 NORTH MOPAC EXPRESSWAY, AUSTIN, TX 78759

COMPANY NAME:	Signature Science, LLC		
DOING BUSINESS AS (dba):			
MAILING ADDRESS:	8329 North Mopac Expressway, Austin, TX 78759		
REMIT TO ADDRESS:	P.O. Box 660362, Austin, TX 78766		
TELEPHONE NUMBER:	512-533-2000		
FAX NUMBER:	5120533-9564		
WWW ADDRESS:	www.signaturescience.com		
REPRESENTATIVE NAME:	Margarita Eve Compton		
REPRESENTATIVE TELEPHONE NUMBER:	512-583-2366		
REPRESENTATIVE EMAIL ADDRESS	ecompton@signaturescience.com		
	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ NET 30 DAYS

PRICING	
ITEM DESCRIPTION	
1.1 Sexual Assault Kits	UNIT PRICE (each)
<i>Sexual Assault Kit (SAK) Screening and Analysis Price includes Y-Screening of all swabs (samples) within a sexual assault kit. Based on the quantification results, STR or Y-STR testing will be performed as described below.</i>	
Sampling fee for kit items other than swabs (i.e. underwear, sanitary pad, gauze, etc.)	\$100
Sexual Assault Kit Pricing:	
Y-screening of kit contents to include all probative body swabs (all samples stop at Y screening)	\$425
Single Contributor and Non Consensual Sex Cases -one evidence and one reference sample includes screening through STR/YSTR Testing	\$775
Multiple Contributor/Unconscious Victim/No assault detail/Consensual Sex Cases - two evidence and one reference sample includes screening through STR/YSTR Testing	\$795
1.2 Additional Forensic DNA Testing	
1.2.1 Forensic Screening	
Serology - Large Item	\$350
Serology - Small Item	\$200

SOUTHWEST RESEARCH INSTITUTE DBA: SIGNATURE SCIENCE, LLC.

1.2.2 STR DNA Testing	Kit Name(s):	24 plex, GlobalFiler
STR testing of evidence sample		\$250
STR testing of a evidence extract		\$375
STR testing of a reference sample		\$225
STR testing of a reference sample extract		\$350
1.2.3 YSTR DNA Testing (per section 2.5.2)	Kit Name(s):	Yfiler Plus
YSTR testing of evidence sample		\$250
YSTR testing of a evidence extract		\$375
YSTR testing of a reference sample		\$225
YSTR testing of a reference sample extract		\$350
1.2.4 mtDNA Testing		
mtDNA testing – Evidence		No bid
mtDNA testing – Reference		No bid
1.3: Forensic Genealogy Service		
Genealogy Suitability Case Review		\$200
DNA Extractions (if required)		\$240
Sample Quality Verification – sample re-quantification (if required)		\$250
DNA Extraction and Quantification		\$240
Forensic Genealogy Screening (includes SNP testing, up to 10 hours of genealogy investigation, ancestry report, database upload and initial genealogy screening results with recommendations on next steps)		\$4,699
Whole Genome Sequencing		No bid
Forensic Genealogy Investigation (additional blocks of 10)		\$1,695
Ongoing Database Monitoring		\$0
Confirmation Testing		\$350
Effective Immediately	Target testing is SNP testing of a known individual (usually collected with consent) to be compared to a POI and other matches to help build the tree further	\$1,500/per reference sample
Target testing		
\$1500 per sample for SNP genotyping portion and getting data in upload file format		
a. Batch pricing		
	Batch of 8	\$1,099/sample
	Batch of 12	\$999/sample
	Batch of 24	\$599/sample

SOUTHWEST RESEARCH INSTITUTE DBA: SIGNATURE SCIENCE, LLC.

b. The cost for DNA extraction and qualification (per sample) is discounted from \$240 to \$75 if there is a minimum batch of 8 SNP genotyping portion		
This pricing entails SNP genotyping processing only (no upload/no kinship analysis)		
Other:	Other:	n/a
1.4 DNA Phenotyping		
DNA Extractions (if required)		\$240
DNA Phenotyping		\$500
1.5 mtDNA Testing (per section 2.5.3.1)		No bid
1.6 Probabilistic Genotyping		
Raw data files from previously processed samples		\$650
1.7 Additional Services		
	Expert Witness Testimony, daily (does not include travel)	\$990
	Expert Video Testimony, hourly	\$125
	Biogeographic ancestry inference (per sample)	\$500

PRICING SHEET: NIGP CODE: 17523

Vendor Number: VS0000005893

Payment Terms: NET 30 DAYS

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021 2023.****ADDED EFFECTIVE 06/10/2021**

DNA TESTING FOR SEXUAL ASSAULT EVIDENCE

1.0 INTENT

Maricopa County (County) is seeking qualified vendors that can provide deoxyribonucleic acid (DNA) testing of sexual assault evidence for multiple agencies. The scope of the project primarily includes Y-screening and autosomal Short Tandem Repeat (STR) testing of sexual assault kit evidence in the form of untested and/or pre-screened sexual assault kits. Upon request, the County may seek advanced DNA testing on individual evidence samples including:

- Y-STR analysis (Short Tandem Repeat on the Y-chromosome)
- Mitochondrial DNA (mtDNA) analysis
- SNP testing and Forensic Genealogy research
- DNA Phenotyping

Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.10 and 3.11, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SPECIFICATIONS

2.1 Contractor Minimum Qualification

(Minimum Qualifications do not apply to sections 2.6 Part C - Forensic Genealogy or 2.7 Part D - DNA Phenotyping below.)

- 2.1.1 Must be accredited to International Organization for Standardization (ISO) 17025 standard by ANSI National Accreditation Board (ANAB) **or the American Association for Laboratory Accreditation (A2LA).**
- 2.1.2 Must undergo annual Federal Bureau of Investigations (FBI) QAS (Quality Assurance Standards) audits.
- 2.1.3 Must demonstrate NEPA (National Environmental Policy Act) compliance.
- 2.1.4 Contractor lab technical procedures must include the following:
 - 2.1.4.1 Commercial 24-locus forensic STR DNA amplifications kits:
 - 2.1.4.1.1 Globalfiler™ PCR Amplification Kit, Powerplex® Fusion 6C System and Investigator 24plex.
 - 2.1.4.2 Commercial Y-STR amplification kit must be approved by each Combined DNA Index System (CODIS) laboratory (see Exhibit 2).
 - 2.1.4.3 3100 or 3500 series capillary electrophoresis instrumentation.
 - 2.1.4.4 Genemapper® ID-X data analysis software version 1.5 or higher.
- 2.1.5 Must demonstrate five years of forensic experience in processing sexual assault kits and the ability to interpret complex DNA mixtures.
- 2.1.6 The laboratory DNA analyst or DNA technical leader assigned to the project must have three years of DNA experience processing sexual assault evidence.

2.1.7 All testing must be completed within 60 days from receipt of evidence.

2.2 General Laboratory Practices

2.2.1 Contractor must send all updated technical procedures to the CODIS laboratories listed in Exhibit 2 within seven (7) days of the approved updates.

2.2.2 Contractor must maintain the chain-of-custody.

2.2.2.1 Contractor shall provide chain-of-custody forms within the case file prior to the completion of the report.

2.2.3 All evidence samples shall be delivered to Contractor by an Agency or Agency Crime Lab via a shipping carrier with tracking number, such as UPS or FedEx.

2.2.4 Contractor must document condition of evidence received, e.g. sealed, as part of the permanent case file.

2.2.5 All vaginal aspirates or other liquid items in kit will be refrigerated and the remaining non-liquid items in the kit can be stored at room temperature.

2.2.6 Contractor must seal and initial all evidence before return.

2.2.7 Notes must be maintained regarding evidence tested and results. An electronic copy of the notes shall be provided via secure site/portal or equivalent.

2.2.8 Reports and DNA data files will be delivered electronically via secure site, portal or equivalent. All reports may be issued in batch format.

2.2.9 Contractor shall overnight all extracted DNA samples and the evidence samples with ice packs/dry ice to the submitting agency.

2.3 Technical Specifications

2.3.1 Y Screening

2.3.1.1 Male quantitation thresholds must be validated and submitted to each CODIS laboratory for approval prior to the initiation of casework.

2.3.1.2 For values below the validated threshold, testing may be stopped and a report will be issued to the Agency Crime Lab indicating that no male DNA or the quantity of male DNA detected is unsuitable for further testing.

2.3.2 Extracting

2.3.2.1 DNA IQ or a Qiagen based extractions will be utilized, unless otherwise approved by the respective CODIS lab.

2.3.2.2 All extraction blanks/negative controls will be eluted in the same volume as the lowest elution sample volume in the batch.

2.3.2.3 At least two (2) extraction blanks will be run per batch of unknown sample extractions.

2.3.3 Quantitation

2.3.3.1 The Quantifiler® Trio or PowerQuant kits will be utilized and analyzed on the AB 7000 or 7500, unless otherwise approved by the respective CODIS lab.

- 2.3.3.2 Quantitation thresholds must be validated and submitted to each CODIS laboratory for approval prior to the initiation of casework.
- 2.3.3.3 For values below the validated threshold, testing may be stopped and a report will be issued via a secured portal, as part of the case file, indicating that no DNA or the quantity of DNA detected is unsuitable for amplification.
- 2.3.3.4 Full reactions must be utilized, unless otherwise approved by each respective CODIS lab.
- 2.3.3.5 The R^2 values and slope ranges for the chosen quantitation method must meet the Contractor laboratory's validated specifications.
- 2.3.4 Amplification
 - 2.3.4.1 Forensic samples will be amplified using Globalfiler™ PCR Amplification Kit, Powerplex® Fusion 6C System and Investigator 24plex with manufacturer recommended reaction volumes. Any other reaction volumes will require CODIS lab approval.
 - 2.3.4.2 Extraction blanks will be amplified at the most sensitive concentration, which is dictated by the forensic sample containing the least amount of DNA. Any blanks resulting in a quantitation value must be amplified and analyzed.
 - 2.3.4.3 If re-amplification is required at a more sensitive concentration (e.g. increasing the amount of DNA being amplified) the same conditions must also be applied to one of its corresponding extraction blanks.
- 2.3.5 Capillary Electrophoresis
 - 2.3.5.1 An Applied Biosystem® (AB) 3100 or 3500 series Genetic Analyzer will be utilized.
 - 2.3.5.2 Allele sizes and designations shall be determined with an appropriate internal lane standard and allelic ladder which represents all the common alleles for that particular locus.
 - 2.3.5.3 At least one allelic ladder and at least one positive amplification control must size correctly during the electrophoresis for the associated data to be reported.
 - 2.3.5.4 All negative controls and extraction blanks will be injected at the same time as the longest injection time for the samples associated with them.
- 2.3.6 Data Analysis and Interpretation
 - 2.3.6.1 Negative extraction controls (reagent blanks), negative amplification controls, and positive amplification controls must have the expected results for the associated data to be reported.
 - 2.3.6.1.1 The expected result for the positive amplification control will be consistent with the published STR or Y-STR profile for the amplification positive control, with all alleles above the validated analytical threshold.
 - 2.3.6.1.1.1 The expected results for reagent blanks and negative amplification controls are no allelic peaks above the validated analytical threshold.
 - 2.3.6.1.2 Resolution of a non-conforming result from a reagent blank should be attempted to be remedied through re-injection, re-setting up and re-running the sample or re-amplifying the sample at the Contractor's laboratory expense. If the non-conforming results persist, approval for additional laboratory work must be first given by the CODIS lab DNA Technical Leader.

- 2.3.6.1.3 If off-scale data interferes with interpretation, the sample must be re-run or re-amplified.
- 2.3.6.1.4 Virtual alleles assigned by the analysis software (Genemapper ID-X) do not have to be re-injected or re-amplified.
- 2.3.6.1.5 Samples that show an off-ladder allele (OLA) within the range of the ladder alleles or that have alleles lower or higher than the allelic ladder that are labeled "OL" by the software must be re-injected or rerun for verification unless the results are duplicated in another injection or another sample in the case.
- 2.3.6.1.6 Contractor shall provide to each CODIS lab the Contractor's validated interpretation guidelines used in the determination of alleles calls and report conclusions.
- 2.3.6.1.7 Mixture interpretation may utilize validated probabilistic genotyping software when appropriate. The respective CODIS lab Technical Leader must approve the use of the probabilistic genotyping software prior to use.

2.3.7 Reporting and Case file

- 2.3.7.1 All biological screening and DNA findings, both negative and positive, as well as any items received, but not analyzed, will be documented in a report format agreed upon by the CODIS lab and the Contractor.
- 2.3.7.2 Any assumptions made for interpretation or statistics, such as number of contributors and/or presence of possible contributors(s) must be denoted on report.
- 2.3.7.3 For profiles where only some loci are used in the statistical calculations (such as partial profiles and mixtures), the number of loci utilized (or not utilized) in these calculations will be denoted on the report.
- 2.3.7.4 The entirety of each case file including the signed report, all laboratory worksheets for all case samples and controls, administrative documents, chain-of-custody, correspondence, technical/administrative review, memos addressing non-conformance, electropherograms and raw data, shall be provided to the respective CODIS lab electronically. All documentation shall be properly labeled in accordance with accreditation criteria to permit a quality review to be conducted by CODIS lab personnel.

2.4 Part A - Sexual Screening Analysis

- 2.4.1 All swabs within the sexual assault kit will be Y screened:
 - 2.4.1.1 If the Y screening results are negative or unsuitable for further testing, analysis can be stopped and a negative report will be drafted and submitted via a secure portal.
 - 2.4.1.2 In single assailant cases where consensual sex has not occurred within five days of the assault, one evidence sample and one reference will proceed to DNA analysis.
 - 2.4.1.3 If there are multiple assailants, the victim was unconscious, there was consensual sex within five days of the assault or there is not a description of the assault, two evidence swabs and one reference sample (swab/blood blot or stain card) will proceed to DNA analysis.

2.4.1.4 Contractor will send electronic DNA case files and data directly to each individual laboratory.

2.5 Part B - Advance DNA Testing – Y-STR and mtDNA

2.5.1 For individual cases identified by the CODIS laboratories, advanced testing may be required to determine the identity of the sample. If the evidence is degraded, of limited nature, of low percentage male DNA, or the nuclear STR test results are not sufficient, then additional tests (Y-STRs and/or mitochondrial tests) may be requested.

2.5.2 Y-STR Testing

2.5.2.1 Contractor shall have the capability of analyzing casework samples for Y-STR DNA analysis.

2.5.2.2 Contractor must use a commercial Y-STR amplification kit that has been approved by the CODIS laboratory.

2.5.2.3 Contractor shall provide the name of the specific kit with pricing on Attachment A- 1.

2.5.2.4 Use of any reaction volumes outside of the commercial amplification kit manufacturer's recommendations will require DNA Technical Leader approval from the respective laboratory.

2.5.3 mtDNA Testing

2.5.3.1 If Contractor has the capability of analyzing casework samples for mtDNA sequencing, parentage testing, and kinship testing, contractor shall provide pricing on Attachment A-1.

2.6 Part C - Forensic Genealogy

2.6.1 For individual cases identified by Maricopa County, cases that do not result in a CODIS match, forensic genealogy may be requested.

2.6.2 Forensic Genealogy:

2.6.2.1 Contractor must utilize a proficient DNA analyst to review reported case files to determine the candidate samples for forensic genealogy testing.

2.6.2.2 For samples that move forward for forensic genealogy testing, contractor shall:

2.6.2.2.1 Communicate, work with and report directly to the respective CODIS laboratory.

2.6.2.2.2 Deliver a report to the respective CODIS laboratory with a recommendation of whether or not to proceed with genealogical investigation.

2.6.2.2.3 Deliver a report to the respective agency that includes a signed affidavit of the conclusions from the investigation, if proceeding with the genealogy testing.

2.6.2.2.4 Perform STR confirmation testing of a new reference sample for direct comparison to the original STR profile generated from the evidence.

2.7 Part D - DNA Phenotyping

- 2.7.1 For individual cases identified by Maricopa County, cases that do not result in a CODIS match but a DNA profile exists, DNA phenotyping may be requested. If the Contractor lab is capable of conducting DNA phenotyping, contractor shall provide pricing for phenotyping on Attachment A-1.

3.0 PURCHASING REQUIREMENTS

3.1 Acceptance

Upon completion, services shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 Usage Report

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.3 Background Check

~~Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, and Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.~~

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees.

3.4 Invoices and Payments

- 3.4.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total amount due

- 3.4.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

- 3.4.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site <https://azdom-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService>.
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 Applicable Taxes

~~Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.~~

~~State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.~~

~~Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.~~

- 3.5.1 **It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.**
- 3.5.2 **The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.**
- 3.5.3 **Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege**

taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.6 Tax (Services)

~~No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.~~

3.7 Tax (Commodities)

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.8 Performance

It shall be the contractor's responsibility to meet the proposed performance requirements. **The County** reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.9 Post Award Meeting

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.10 Strategic Alliance for Volume Expenditures (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid.

3.11 Intergovernmental Cooperative Purchasing Agreements (ICPA's)

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 Contract Term

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one year.

4.2 Option to Renew

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least sixty calendar days prior to the expiration of the original contract term.

4.3 Contract Completion

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 Price Adjustments

Any requests for reasonable price adjustments must be submitted 60 days prior to the contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the contract.

4.5 Indemnification

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, ~~agents~~, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, ~~agents~~, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this ~~paragraph~~ **section**.

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 Insurance

4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated ~~minimum~~ insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 **In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.**
- 4.6.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions (Professional Liability) Insurance, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of contractor's work or service.
- 4.6.9 **If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.**

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit **third-party** action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Professional Liability

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the contractor under the terms of this contract, with a limit of not less than \$1,200,000 for each claim, ~~and \$3,000,000 aggregate claims.~~

4.6.9.3 Cyber Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 per occurrence. The policy shall include, but not be limited to; coverage for all directors, officers, agents and employees of the contractor, losses with respect to network risks (such as data breaches, unauthorized access or use, and ID theft of data), invasion of privacy (regardless of the type of media involved in the loss of private information), crisis management, identity theft response costs, breach notification costs, credit remediation, and credit monitoring, defense, and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, electronic data restoration expenses (data asset protection), network business interruption, computer fraud coverage, funds transfer loss, third-party fidelity, theft, no requirement for arrest and conviction, and loss outside the premises of the named insured.

Policy Limit:

- 4.6.9.3.1 The policy shall be issued with minimum limits of \$100,000
- 4.6.9.3.2 The policy shall include coverage for all directors, officers, agents, and employees of the Contractor
- 4.6.9.3.3 The policy shall include coverage for third party fidelity
- 4.6.9.3.4 The policy shall include coverage for theft
- 4.6.9.3.5 The policy shall contain no requirement for arrest and conviction
- 4.6.9.3.6 The policy shall cover loss outside the premises of the Named Insured
- 4.6.9.3.7 The policy shall endorse (Blanket Endorsements are not acceptable) the department as loss payee as our interest may appear.

4.6.10 Certificates of Insurance

4.6.10.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a **claims-made** basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the **procurement officer** noted in the solicitation.

4.7 Force Majeure

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes ~~will include,~~ **but are not limited to,** acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, **and pandemic.**

4.7.2 **Each as applicable,** shall give the other party notice of its inability to perform and particulars in reasonable detail, of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 Ordering Authority

~~Any request for purchase shall be accompanied by a valid purchase order issued by Office of Procurement Services, a purchase order issued by the using department, or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.~~

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 No Minimum or Maximum Purchase Obligation

4.9.1 This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.9.2 ~~Contractors agree to accept verbal notification of cancellation of purchase orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.~~

4.10 Purchase Orders

4.10.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, **or** for shipment of product prior to issuance of purchase order.

4.10.2 **Contractors agree to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

4.11 Suspension of Work

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.12 Stop Work Order

4.12.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.12.2 cancel the stop work order; or

4.12.3 terminate the work covered by the order as provided in the **Termination for Default** or the **Termination for Convenience** clause of this contract.

4.12.4 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.13 Termination for Convenience

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.14 Termination for Default

4.14.1 The County may, by written **Notice of Default** to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.14.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.14.1.2 make progress, so as to endanger performance of this contract; or

4.14.1.3 Perform any of the other provisions of this contract.

4.14.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a **Notice to Cure** from the procurement officer specifying the failure.

4.15 Statutory Right of Cancellation for Conflict of Interest

Notice is given that, pursuant to **Arizona Revised Statute (A.R.S.)** § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.16 Offset for Damages

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.17 Subcontracting

4.17.1 **Contractor** may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the **bid** serial number and identify the job or project.

4.17.2 **The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.**

4.18 Amendments

All amendments to this contract shall be in writing and shall be approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.19 Additions/Deletions of Service

~~The County reserves the right to add and/or delete services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the contract price. If additional services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.~~

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.20 Access to and Retention of Records for the Purpose of Audit and/or Other Review

4.20.1 In accordance with section **MCI-374 373** of the Maricopa County Procurement Code, the contractor agrees to retain **(physical or digital copies of)** all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for **six** years after final payment or until after the resolution of any audit questions which could be more than **six** years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

4.20.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.21 Audit Disallowances

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.22 Strict Compliance

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.23 Validity

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.24 Severability

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.25 Rights in Data

4.25.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.25.2 **Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.**

4.26 Relationships

4.26.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.26.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.27 Non-Discrimination

~~Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded from the Arizona Memory Project's website, <https://azmemory.azlibrary.gov/digital/collection/execorders/id/680/>, and which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

4.28 Written Certification Pursuant to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.29 Certification Regarding Debarment and Suspension

4.29.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors;

4.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.29.1.2 have not within a three-year period preceding this contract:

4.29.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, state, or local) transaction or contract;

4.29.1.2.2 been convicted of violation of any Federal or state antitrust statutes or **conviction** for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.29.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, state, or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state, or local) transaction or contract;

4.29.1.2.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction;

- 4.29.1.2.5 have not within a three year period preceding this contract had any public transaction (Federal, state, or local) terminated for cause or default.
- 4.29.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 4.29.3 ~~The~~ Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the Contractor shall include the information required by this clause with their bid.
- 4.30 Verification Regarding Compliance with A.R.S. § 41-4401 and Federal Immigration Laws and Regulations
- 4.30.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). **Contractor** shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. **Contractor** and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.
- 4.30.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph **4.30.1** of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- 4.31 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 4.31.1 ~~The parties agree that this contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;~~
- The parties agree that this contract and employees working on this contract will be subject to the contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.**
- 4.31.2 ~~Contractor~~ shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by contractor and copies provided to County upon request.

- 4.31.3 ~~Contractor shall insert the substance of this clause, including this paragraph (4.30.3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).~~
- 4.31.4 **Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of Fiscal Year 2018).**
- 4.32 Contractor License Requirement
- 4.32.1 **Contractor** shall procure all permits, insurance, **and** licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any **requirements**, by any and all governmental or non-governmental entities as mandated to maintain compliance with and **remain** in good standing. **Contractor** shall keep fully informed of existing and future trade or industry requirements, **and** Federal, state, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance or licenses.
- 4.32.2 Contractors furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the **contract shall** possess any licenses required. Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.
- 4.33 Influence
- 4.33.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 4.33.2 An attempt to influence includes, but is not limited to:
- 4.33.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or **subsidy that** is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind
- 4.33.3 If a person attempts to influence any employee or agent of Maricopa County, the chief **procurement officer**, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
- 4.33.4 ~~ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.~~

4.34 Confidentiality **Information**

~~In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.~~

4.34.1 **Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.**

4.34.2 **Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business calendar days of the written request to do so.**

4.34.3 **Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.**

4.35 Public Records

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the **Maricopa County** Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.36 Integration

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed or implied.

4.37 Uniform Administrative Requirements

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.38 Governing Law

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.39 **AVAILABILITY OF FUNDS**

4.39.1 **The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.**

4.39.2 **If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.**