Request for Proposal (RFP) for DNA Analysis for Testing of Sexual Assault Kits

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City of Greenville Police Department

500 South Greene St.
P.O. Box 7207
Greenville, North Carolina 27835

Date of Issue: Tuesday, September 18, 2018

Response Due Date: Tuesday, October 2, 2018 @ 3:00pm

RFP# 18-19-12

Questions:
Denisha Harris
Financial Services Manager
Telephone: 252-329-4862
Email: dharris@greenvillenc.gov

Request for Proposals
DNA Analysis for Testing of Sexual Assault Kits

1.0 PURPOSE AND BACKGROUND

The City of Greenville, NC Police Department seeks proposals from private Vendor laboratories for the purpose of outsourcing the DNA analysis of sexual assault kits. Generally, this will include the DNA testing of material from unsolved crime scenes, related criminal forensic evidence, and the DNA analysis of such evidence. These analyses and processing activities are intended to provide results which can be uploaded into the Combined DNA Index System (CODIS) by the NC State Crime Lab. The intent of this RFP is to award a contract to one vendor.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 RFP SCHEDULE

Event	Date and Time
Issue RFP	September 18, 2018
Submit Written Questions	September 21, 2018 4:00 PM
Provide Response to Questions	September 25, 2018 2:00 PM
Submit Proposals	October 2, 2018 3:00 PM
Contract Award	TBD
Contract Effective Date	TBD

2.2 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to dharris@greenvillenc.gov by the date and time specified above. Vendors should enter “RFP # 18-19-12 Questions” as the subject for the email.

Responses will be posted in the form of an addendum to the RFP on the City's website at https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities
No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.3 PROPOSAL SUBMITTAL

One (1) signed, executed copy and one (1) digital copy of the proposal on a flash drive in PDF format submitted in a sealed envelope shall be received and publically opened as shown on the schedule above.

Mailing & Hand Delivery Address:
Denisha Harris
City of Greenville, Purchasing Division
Financial Services Manager
201 West 5th Street
Greenville, NC 27858

All proposals should be clearly marked on the outside of the package with the Vendor's name and the title, RFP # 18-19-12 *DNA Testing of Sexual Assault Kits*.

PLEASE NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT PROPOSALS ARE RECEIVED BY THE PURCHASING BY THE STATED DAY/TIME. **No late proposals will be accepted.**

All proposals must be signed by an authorized official of the firm.

The vendor shall insert the required responses and supply all the information, as requested, on the enclosed Forms. The prices inserted shall be net and shall be the full cost, including all factors whatsoever. Any information not submitted on forms provided will be considered unresponsive.

No proposals may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

2.4 PROPOSAL CONTENTS

- Cover Letter, signed by Authorized Official, noting receipt of all addenda.
- Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- Body of the RFP, including list of references.
- Completed version of ATTACHMENT A: PRICING and ATTACHMENT C: ANTI-LOBBYING CERTIFICATION

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

The City of Greenville reserves the right to reject any and all proposals, to waive any informalities and to accept the proposal it deems most advantageous to the City. Any proposal submitted will be binding for 90 days after the date of the opening. The option of selecting a partial or complete proposal shall be at the discretion of the City of Greenville.

3.1 EVALUATION PROCESS

The City shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the Vendor not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.
Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Specific evaluation criteria are listed in 3.2 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the City reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City.

The City reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based

on discussions and negotiations with the City, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.2 EVALUATION CRITERIA

1. **Staffing Capacity (30 points)** - The Vendor selected must have the capacity to handle all samples submitted, begin work immediately upon their receipt, and provide a reasonable and efficient turnaround time. In its proposal, Vendor must describe previous experience with processing these kits from state or local crime laboratories. Vendor must include key DNA contact persons from previous or existing crime laboratory customers. They must also describe the maximum average number of monthly kit submissions they can process and provide test results back to the City of Greenville Contract Administrator, within a 30 day or 60 day time frame. Vendor must also provide resumes or employment summaries of all Vendor staff that will be processing submitted sexual assault kits. These resumes or employment summaries will be critical to the evaluation of staffing capacity and the expected quality of laboratory analysis activities. **(See Section 6.3)**

2. **Technical Approach (30 points)** – Technical approach represents the quality and professionalism of the scientific and forensic methods described in the technical RFP proposal. **Section 7.4**

3. **Cost Proposal (20 points)** – Vendors must complete all components of the cost proposal described below. Unit cost quotes and detailed pricing included per Attachment A:

There are six (6) separate unit cost variables required for this proposal.
1) The proposed cost per submitted sexual assault kit;
2) The proposed cost for additional known reference DNA sample(s) not contained within a sexual assault kit;
3) The proposed cost of additional unknown/questioned DNA sample;
4) The proposed per hour expert witness testimony fee;
5) The proposed maximum per day charge for expert witness testimony.
With respect to the 20 point cost proposal variable, the RFP review team will review unit cost quotes provided in the cost proposal described above. The review team will review unit cost quotes in terms of best value and completeness. Incomplete or partially completed cost proposals shall result in vendor disqualification.

*The maximum certified turnaround time TAT numbers, while included in the cost proposals, will be evaluated in the separate criterion number 4 noted below.

4. **Maximum Certified Turnaround Time (TAT) (15 points)** – As a part of its signed cost proposals, Vendors must certify the maximum turnaround time for the types of DNA evidence analyzed by the vendor laboratory. This certification represents the maximum number of business days, they will be required to completely analyze, process and return DNA evidence to the City. Time will be measured from delivery of the DNA evidence to the physical vendor

laboratory to the subsequent return to the City and the submission of CODIS data to the State Crime Lab. Higher scores will be provided to Vendors who commit to lower maximum certified turnaround times associated with its cost proposals per Attachment A.

5. **Disaster Recovery Plan (10 points)** – Each Vendor's technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the vendor laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for City of Greenville employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a Vendor laboratory. Preference or higher point scores will be awarded to Vendors that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events. **Section 7.2(c)**

6. **Logistical Coordination Plans (10 points)** – Each Vendor's technical proposal must include a Logistical Coordination Plan. This plan must describe measures and actions the Vendor's laboratory will execute to obtain possession of DNA evidence while also meeting chain of custody requirements. Measures and actions may include overnight mail or express service delivery (e.g. UPS, FedEx type service), secure vendor pick up and drop off of evidence, City of Greenville staff pick up and drop of evidence and related activities. Higher scores will be provided to Vendors that demonstrate the fast, secure and cost effective means to process, analyze and return evidence. **Section 7.2 (d)**

4.0 INSTRUCTIONS TO VENDORS

1. READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4**. WITHDRAWAL OF PROPOSAL** No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. **CONFLICT OF INTEREST** Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

6. EQUAL EMPLOYMENT OPPORTUNITY The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

7. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

8. **REHABILITATION ACT AND ADA** Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

9. TAXES Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

10. QUESTIONS. Questions regarding any part of this bid shall be directed to Denisha Harris, Financial Services Manager, P. O. Box 7207, Greenville, N. C. 27835, telephone (252) 329-4482, email: dharris@greenvillenc.gov.

5.0 GENERAL TERMS AND CONDITIONS

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with

any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. PAYMENT TERMS: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

4. GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than $1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

6.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to

receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.2.

6.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the contract immediately following contract execution.

At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The City will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

6.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

6.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Greenville.

6.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

NAME OF ORGANIZATION	CONTACT NAME	TELEPHONE NUMBER

7.0 SCOPE OF WORK

The City of Greenville seeks proposals from private Vendor laboratories for the purpose of outsourcing the DNA analysis of sexual assault kits. Generally, this will include the DNA testing of material from unsolved crime scenes, related criminal forensic evidence, and the DNA analysis of such evidence. These analyses and processing activities are intended to provide results which can be uploaded into the Combined DNA Index System (CODIS).

7.1 GENERAL

a) Vendor laboratory must be currently, at the time of proposal submission, audited to The Quality Assurance Standards for Forensic DNA Testing Laboratories (QAS) and must hold ISO 17025 accreditation for DNA analysis and Forensic Biology. ***Vendors must provide copy of accreditation and audit documents with its response.***

b) An on-site visit of the vendor lab must be conducted by a CODIS participating lab.

c) Before any analysis is conducted by a vendor laboratory, the North Carolina State Crime Lab (NCSCL) must have a signed Memorandum of Agreement (MOA) or signed pre-approval form from the vendor lab.

d) Vendor laboratory must be able and willing to accept additional evidence (knowns or questions) for analysis for each case.

e) Vendor laboratory must be willing to make personal contact with submitting officer or assigned investigator to request additional samples for testing, such as elimination standards.

f) Vendor laboratory must issue a report of analysis to the City of Greenville for each case worked.

g) Vendor laboratory must issue a report of analysis to be reviewed by the City of Greenville if a developed unknown profile may be suitable for CODIS upload. The supplemental information associated with a report to be reviewed for CODIS upload shall be included as defined in Section 19 of “Sample Analysis” of this document.

h) **Vendor laboratory analysts and court proceedings**. Payment of expert testimony charges are financial issues that must be resolved by the Vendor and the district attorney, defense attorney or court authorized official requesting or requiring information or testimony. All Vendor proposals submitted for this RFP must contain a statement of expert testimony daily or hourly charges (see cost proposal Component B below).

i) Vendor laboratory must maintain a chain of custody record on each sample. Documentation of chain of custody must comply with the published standards of the accrediting organization to

protect the samples from deleterious change or loss. Vendors must provide copy of policy for maintaining Chain of Custody with its response.

7.2 TASKS

a) **DNA Analysis**

Note: The current "THE QUALITY ASSURANCE STANDARDS FOR FORENSIC DNA TESTING LABORATORIES", issued by the FBI, must be met for any outside laboratory to conduct DNA analysis. Laboratories must be audited at least biannually and an annual site visit must be completed by an accredited agency, to meet these standards.

1. Sexual Assault kits will be tested utilizing a direct to DNA approach. The vendor laboratory will screen up to 3 body swabs contained within a sexual assault kit for the presence of male DNA using a total PCR-based human: male quantification assay.
2. DNA testing will then proceed on the most probative male DNA positive sample and the victim's reference sample (2 total samples).
3. DNA testing will not proceed on samples that are male DNA negative, inconclusive for the presence of male DNA or if the ratio of total human male DNA would reduce the chances of obtaining a male DNA profile.
4. If underwear is contained within a sexual assault kit, the underwear will be screened with Acid Phosphatase (AP) testing on a minimum of three areas from the crotch area unless otherwise noted in the case specific details that other areas of interest are possible. The area with the highest AP activity will proceed forward for DNA testing as described below. If no AP activity is noted, no sample from the underwear will proceed forward for DNA testing.
5. In cases with multiple potential perpetrators, recent consensual sex reported within 48 hours, have a female assailant, or are male-to-male crime, testing of additional samples may be necessary.
6. The testing laboratory will be authorized to use the entire questioned sample sent only by written approval by the City of Greenville. If only a portion of the questioned sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to re-extract the remainder of the sample at no additional cost.
7. The vendor laboratory must use PowerPlex® Fusion 6C amplification kits. Fusion 6C data must show complete CODIS 20 core loci results for victim and/or elimination standards. If the sample sent yields insufficient results, the testing laboratory may request additional sample from the City. If only a portion of the known sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to re-extract the remainder of the sample at no additional cost.

b) **Sample Analysis**

The following technical requirements apply to the forensic analysis of casework, unless otherwise specified.

1. Point of Contact

   The City of Greenville point of contact and address is:

   City of Greenville Police Department
   500 S. Greene Street
   Greenville, NC 27834

2. Shipping Labels

The Vendor must provide, at no additional cost, preprinted shipping labels to the City of Greenville.

3. Shipping Notification

   The Vendor must immediately (within one business day) notify the City of Greenville via E-mail each time a shipping container is received by the Vendor. The Vendor must examine the shipping container and notify the City of Greenville by phone and E-mail (unless otherwise specified by the City) immediately upon discovery of any damage to the shipping container that would compromise the integrity of the samples.

4. Chain of Custody

The Vendor must take possession of individually packaged evidence and maintain a written, verifiable chain of custody until returned to the City. The Vendor must confirm the sealed state: mark each piece of evidence with the unique case #, analyst ID, date and item number (or sub-item number). The Vendor must maintain a complete electronic chain of custody for all samples starting with the unique identifier on the overnight shipping label on the shipping container. The chain of custody must also include the unique identifier on the overnight shipping label used when sending samples to and from the City. The samples must be identified throughout the testing process with an unique identification number. The Vendor may utilize its own barcode so long as that barcode is associated with one and only one unique identification number.

5. Manifest Reconciliation

The Vendor must electronically compare the manifest with the samples received by the Vendor and notify the City immediately by phone and E-mail (unless otherwise specified

by the City) immediately upon discovery of any discrepancy. Sample seals must be checked for seal integrity and the Vendor must notify City by phone and E-mail (unless otherwise specified by the City) immediately upon discovery of any sample received open (and not resealed with tape).

6. Sample Storage

If applicable, the Vendor must store samples in a secure facility in a manner to minimize loss, contamination and/or deleterious change at room temperature until analysis is begun.

7. Sample Consumption

No more than 50% of a sample must be consumed by the Vendor without expressed written permission of the City.

8. Confidentiality
Other than the associated case file and report, no identification information about the sample(s) may be recorded by the Vendor. Any "outside" inquiries related to the processing of these samples must be immediately reported to the City. "Outside" inquiries are those originating from private citizens, news agencies, etc. No information regarding the processing of these samples may be provided.

8. Testing Location

Samples must only be tested at the Vendor laboratory location approved by the City.

10. Sample Processing Order

The cases/samples must be processed in the following order: Submissions with the oldest date of receipt by the Vendor must be analyzed first. Upon request by the City the Vendor must test a case/sample out of receipt order.

11. Batch Composition

Cases and samples must be tested, reported and returned in batches consistent with the way that the samples were shipped. Cases and samples within a batch must be tested and reported in numerical order (with the exception of retesting).

12. Testing Paperwork

The Vendor must prepare all note pages with proper identifiers. Each step of the DNA analysis process must be thoroughly documented.

13. Testing Procedures

The validated procedures, policies, and methods used by the Vendor must be such that they promote the successful profiling of samples the first time through the laboratory (without re-injections, re-testing and additional sample consumption) and must provide data that is the least complicated for the State to review.

a. The City requires a level of performance such that the Vendor successfully processes a sample through the Vendor laboratory the first time thereby minimizing such things as repeat testing, re-amplifications and re-injections.

b. The Vendor must provide documentation for these changes to the City. When a procedural change is requested, the City must review the Vendor's validation studies and reports. CITY will also consider the impact that the proposed change will have on the CITY's laboratory process. CITY may also want to inspect the approved process in the Vendor's laboratory prior to its implementation. The CITY's written approval will include an implementation date. Procedural changes must not be utilized prior to the implementation date.

c. As part of its RFP response, the prospective Vendor must provide copies of standard operating procedures and quality assurance documents that apply to the receipt and analysis of forensic samples for evaluation by the City.

d. If at any time in the testing process following award the CITY determines that a procedure is inadequate for the processing of the samples, the Vendor must implement and validate a procedure that is acceptable to the CITY.

e. In addition, the Vendor must not place samples from any other contract on a plate containing samples from any agency other than CITY.

f. For forensic casework, a mock case file must be provided for review and approval by the CITY prior to accepting the first completed batch of cases. Once the initial batch of cases has been analyzed and reported by the Vendor, and the City has reviewed and accepted the data, analysis of the rest of the cases may continue.

g. There is concern that small amplification volumes (those less than 12.5ul) may result in a higher number of samples unsuitable or failed results. If the Vendor laboratory uses a reaction volume less than 12.5ul and the sample failure rate is greater than 0.1%, at the direction of CITY, the Vendor must retest the failed samples using an amplification reaction volume of 12.5ul or greater using the manufacturer's suggested concentrations of reaction components.

h. All analyses must be performed by the Vendor utilizing only PowerPlex® Fusion 6C and its components. Allelic ladder must be used directly from the manufacturer's kit

and must not be re-amplified. Primers must be used in the concentration provided by the manufacturer and must not be diluted.

14. DNA Extraction

The Vendor must perform a DNA Extraction. Each case run must include at minimum: at least one negative reagent control for the associated questioned sample(s) and at least one negative reagent control for the associated known sample(s). DNA extraction procedure for the questioned samples must be separated by time and/or space from the known standards. Also, each piece of evidence is placed into its own separate, labeled test tube (i.e. case ID and Item #) and the entire procedure is performed using strict aseptic techniques. Note: Each time a sample or part of a sample is transferred from one tube to another during any phase of the DNA analysis, each tube must be well labeled as described above. Unknown samples may be extracted as a batch and known standards may be extracted as a separate batch (i.e., each case does not have to be analyzed separately).

15. DNA Quantitation

For forensic casework samples, the vendor must quantify the extracted DNA and negative reagent controls using a real-time PCR instrument. This is required to determine the amount of human DNA present in each sample. If samples are not being amplified, negative reagent control shall not exhibit a quantifiable amount of human DNA. If a negative reagent control has a quantifiable amount, it shall either be requantified or the sample shall be amplified to verify the reagent blank.

16. Amplification

The Vendor must perform STR DNA analysis using PCR technology using the PowerPlex® Fusion 6C kit to generate DNA profiles at the 20 core loci identified by NDIS. PCR amplification area must be separated from the DNA extraction and PCR set-up area as per Federal Guidelines. DNA analysis must be attempted for CSF1PO, FGA, TH01, TPOX, vWA, D1S1656, D2S1338, D2S441, D3S1358, D5S818, D7S820, D8S1179, D10S1248, D12S391, D13S317, D16S539, D18S51, D19S433, D21S11, D22S1045, Penta D, Penta E and SE33 as well as Amelogenin, DYS391, DYS570, DYS576.

17. Capillary Electrophoresis

The Vendor must perform fragment separation using capillary electrophoresis for each case that is amplified. All controls must be associated with every sample. That is, each sample used in reporting must have an acceptable extraction negative, amplification positive, amplification negative and ladder associated with each locus. If a sample is rerun then all controls must be rerun. The following controls must be run:

Controls must be directly associated (same data file) with their corresponding samples. Data files are defined as Genemapper ID containing samples and all associated controls. In addition, the Vendor must use a "plate fingerprinting" system to uniquely identify a 96-well plate. This mechanism must involve the strategic placement of known controls on a 96-well plate such that any plate mix-up can be detected.

18. Data Analysis

The Vendor's lab must provide quality data that can easily be reviewed and uploaded into CODIS. Fragment analysis must be performed using current software applicable for the computer hardware utilized.

All reported profiles must be independently interpreted by qualified analysts in duplicate. All profiles must be reported accurately. Upon approval some of the data presentation parameters may be modified to ensure proper allele calls. Internal size standard must have the 60-500bp peaks correctly identified for all reported samples, ladders and controls.

19. Data Reporting

a. All data and all associated controls from failed samples must be included within the case file provided to the CITY. These data must include but not be limited to Genescan, Genemapper ID, Excel files.

b. Prior to reporting a profile, the Vendor must perform a contamination quality assurance check by electronically comparing the reported profile to a database of employee and contamination profiles observed in the Vendor laboratory. In addition, prior to reporting a profile, the Vendor must compare the reported profile to profiles from other samples tested at the same time to ensure that the reported profile is unique. All unidentified DNA profiles must be compared to other profiles obtained from the samples extracted and/or processed with that item. Additionally, they must be compared to any analyst profiles that were involved in the analysis of that item.

c. All reported peaks must be labeled with the appropriate allele call for upload into CODIS.

d. Non-reported samples must not be included within reported data files for CITY review.

e. Data from all sample runs must be provided to the CITY in an electronic format.

f. The following documentation must be provided for each individual case (unless noted) via a secure electronic portal (eg. FTP site):
    - Completed CITY request for review form
    - CITY evaluation/screening form
    - Report of Results and Conclusions

- Technical/Administrative review sheets

• Any vendor lab submission documents (if required)
• Electronic Chain of Custody
• Inventory/packaging documentation
• Laboratory notes/worksheets to include: extraction sheets, quantitation sheets, amplification work sheets, CE plate maps, and control electropherograms (these may be batched)
• Electropherograms, worksheets to document data interpretation, allele call tables, and any statistical calculations
• Email/ communication records, etc.
• Genemapper ID(or equivalent) files
• Summary of Allele call table(s) for CODIS upload (one per batch)

g. The Vendor's lab must be responsible for interpreting the DNA data, generating a report of results, performing a technical and administrative review, returning all unused evidence samples to the City, and maintaining electronic data. Vendor must preserve electronic data permanently unless otherwise approved by the appropriate District Attorney and/or CITY

20. Notification of Testing Issues

The Vendor must, within five working days of occurrence, provide to the CITY, in writing, any problem and associated corrective action regarding samples. If an issue is discovered which requires corrective action, the Vendor must demonstrate the extent of the issue and identify all affected samples/profiles and provide corrective action. If unexpected results are obtained (I.e., multiple DNA profiles, amplification failure, etc.), the vendor laboratory must troubleshoot the problem. All variant alleles must be re-run for confirmation purposes.

21. Notification of Staffing Changes

The CITY must be notified when the following staffing changes are made:
Vendor Point of Contact
Project Manager
Technical Leader

22. Retesting

The Vendor must adhere to all of the specifications in CITY's Request for Proposal.

23. Sample Return and Notification

Cases/samples must be returned to the City when the data and results have been reported and reviewed by the vendor laborator. In addition, if the case has not yet been started and a suspect or lead is developed, the evidence can be recalled by the City and returned unanalyzed

at no cost to the CITY. Each sample must be properly sealed with initialed evidence tape in the pouch in which it was provided and returned via overnight carrier (Federal Express, UPS or another appropriate way approved by CITY) to maintain the integrity of the samples. The Vendor must notify the CITY when cases/samples are returned to the City. The cases and samples must be in the same order and boxes in which they were received by the vendor laboratory.

24. Record Retention

a. At a minimum the Vendor must maintain the supporting documentation for the testing of the forensic samples for a minimum of five years after the completion of the contract. This includes all records associated with the testing of the samples including worksheets, and notes; chain of custody of the samples; quality control records and administrative records. Prior to the destruction of the documentation, the Vendor must give the CITY the opportunity to receive this documentation at no additional cost. The notification of document destruction and release of records to the CITY must be made in writing via overnight carrier 90 days prior to the destruction and must include a cover letter describing the testing and why the notification has been sent.

b. The Vendor must comply with all sample expungement requests and expunge all records relating to a sample within 14 days of a written request by the CITY. The Vendor must provide a certification of the expungement to CITY. The expungement must be performed to the satisfaction of the CITY.

c. The Vendor is prohibited from importing any and all generated DNA profiles into any searchable private internal local database.

25. Sample Destruction & Disclosure

The Vendor must adhere to the following specific restrictions for destruction/disclosure of DNA samples and records:

a. The remaining portion of the sample must be returned to the City after the data has been reported and reviewed by the vendor laboratory.

b. For forensic casework, extracted DNA tubes must be dried down and returned to the City in a container separate from the evidence.

c. The amplified product must be destroyed after the evidence and extracts are returned to the City.

d. At the end of the period of performance the Vendor must supply a certificate of destruction of work product to the CITY.

26. Blind Proficiency Test results

All blind case samples must be 100% correct.

27. Subcontracting prohibited

The vendor laboratory shall not subcontract any cases or samples to another laboratory.

c) **Disaster Recovery Plan**

Each Vendor technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the vendor laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for CITY employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a vendor laboratory. Higher scores will be given to Vendors that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events.

d) **Logistical Coordination Plans**

Each Vendor technical proposal must include a Logistical Coordination Plan. This plan must describe measures and actions the Vendor's laboratory will execute to obtain possession of DNA evidence while also meeting chain of custody requirements. Measures and actions may include overnight mail or express service delivery (e.g. UPS, FedEx type service), secure Vendor pick up and drop off of evidence, CITY staff pick up and drop of evidence and related activities. Higher scores will be given to Vendors that demonstrate the fast, secure and cost effective means to process, analyze and return evidence.

7.3 **PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

7.4 **TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

7.5 **TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to three (3) months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

ATTACHMENT A: PRICING

	Cost Component Description	Unit Totals
1	Cost per kit	
2	Turnaround Time (TAT) per batch (Number of business days)	
4	Cost for additional known DNA Sample(s)	
5	Cost for additional Question DNA Sample(s)	
	Expert Witness Costs	
6	Per Hour Testimony Charge	
7	Max Per Day Charge	

ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, and the terms and conditions of the funding award.

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.

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

ATTACHMENT C:
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date