



NOTICE

Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums.

*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

*Addendum's extending Bid Openings may be posted on the same day

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Bid No. 2009-080-4419

Annual Contract for Forensic DNA Testing and Analysis Services

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL: _____ Web site: _____

SIGNATURE: _____ DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT. CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.



PROPOSAL FOR:	Annual Contract for Forensic DNA Testing and Analysis Services	
BID NO. 2009-080-4419	DUE DATE: June 22, 2009 @ 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT: Gloria Torres	AT: 214-653-6498 grtorres@dallascounty.org
PRE-BID CONFERENCE	N/A	

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Proposal. Completed SEALED Bid Proposals, ORIGINAL AND ONE (1) COPY, must be received in the Purchasing Department, 509 Main Street (Records Building), 6th Floor, Room 623, Dallas, Texas 75202, BY 2:00 P.M. ON THE ABOVE "DUE DATE". The official time clock will be time clock located in the Purchasing Department. Bids received at 2:01 and thereafter are Late Bids and will not be accepted.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be 60 calendar days unless a different period is noted by bidder.

The County reserves the right to accept or reject in part or in whole any bids submitted. The Commissioners Court will award the contract to the responsible bidder who submits the lowest and best bid as determined by Commissioners Court. The Commissioners Court reserves the right to determine compliance and to waive technicalities or irregularities and to make award in the best interest of Dallas County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services or Equipment bid on, or to influence any person to bid or not to bid thereon.

**NAME AND ADDRESS OF COMPANY/BIDDER:		<u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u>
Company Name (PRINTED):		Name (PRINTED):
Mailing Address:		Title:
		Signature:
City/ State:	ZIP:	E-Mail Address:
Telephone No.		Fax No.:
Federal Tax Payer ID/Certificate Number:		WEB Site:

HELP US KEEP OUR VENDOR'S LIST CURRENT

NO BID is submitted for __ this time only; NOT THIS COMMODITY/SERVICE __ ONLY. FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if removed you will be reinstated upon request. If not submitting a bid, please complete the questionnaire on the next page.

**** Legal Name, Address and Tax Payer ID number:** Bidders are to submit the company's "Legal Name" as identified by their Federal Tax Certification certificate. Bidders are to complete the attached Federal Form "W-9" for verification and filing purposes. Dallas County reserves the right to withhold any invoices and/or payments, without penalties, for documents submitted under a different name/billing address than that identified on the proposal document/award court order or contract.

Annual Contract for Forensic DNA Testing and Analysis Services

NOTICE

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

(To Be Completed ONLY IF YOU DO NOT BID.)

	YES	NO
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the County pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

COMPANY NAME	
PERSON COMPLETING FORM	Telephone:
MAILING ADDRESS:	Fax:
CITY, STATE, ZIP CODE	Date:

Dallas County is requesting bids for a non-exclusive ANNUAL CONTRACT FOR FORENSIC DNA TESTING AND ANALYSIS SERVICES. Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges - freight, inside delivery, and all other costs associated with this contract must be included in bid proposal. Delivery will be F.O.B.: AS PER PURCHASE ORDER DESIGNATION TO MULTIPLE LOCATIONS
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) name and address of vendor
 - (b) name and address of receiving department
 - (c) Dallas County **Purchase Order** number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

3. INSURANCE REQUIREMENTS

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self- insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage, showing Dallas County as the certificate holder (general liability insurance) with the coverage dates inclusive to that of the awarded contract.

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

- a. Workers Compensation or self insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.
- c. Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$500,000.00 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract.
- d. Professional Liability: Contractor shall maintain Professional Liability Insurance with a limit not less than \$1,000,000.00 covering all individuals performing under the contract.

Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

- a. Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

INSURANCE LAPSES

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

4. DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

5. PROVISION OF HEALTH INSURANCE COVERAGE

Dallas County may elect to give preference to bidders who provide health insurance coverage to the bidders' employees that is comparable to the coverage Dallas County provides to its employees as allowed by Texas Local Government Code 262.0271. This bid packet contains information concerning Dallas County's health insurance coverage. Bidders should review this information and determine if the level of coverage they provide is comparable. If subcontractors are to be utilized, this preference will only be considered if all subcontractors also provide comparable health insurance coverage to the subcontractors' employees.

6. This will be firm fixed price for a one (1) year period beginning date of award. Upon mutual agreement, the contract maybe extended for two (2) additional one (1) year periods based on existing terms, conditions, pricing, fiscal funding, and mutual consent of the all parties.

7. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.

Proposal Bid No. 2009-080-4419

8. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.
9. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Bid Price
 - c. Delivery Date
 - d. Results of Testing Samples
 - e. Special Needs and Requirements of Dallas County
 - f. Dallas County's Experience with Products Bid
 - g. Vendor's Past Performance Record with Dallas County
 - h. Dallas County's Evaluation of Vendor's Ability
 - i. Estimated Costs for Supplies, Maintenance, etc.
 - j. Estimated Surplus Value

Dallas County reserves the right to award to a primary and secondary vendor.

11. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
13. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
14. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorneys fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgements or expense, including attorneys fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
15. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
16. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.

Proposal Bid No. 2009-080-4419

18. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.
19. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
21. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
22. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
23. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease-purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
24. Contractors are **not** officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
25. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.
26. TERMINATION
The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days written notice thereof to the Contractor with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.
27. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor rate and new company's rate) beginning the date of vendor termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.
28. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
29. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
30. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Proposal Bid No. 2009-080-4419

31. Where applicable MSDS Forms must be provided with delivered products. In addition **WITHOUT EXCEPTION**, within 30 days after award, the successful bidder(s) **MUST** furnish Material Safety Data Sheets for all applicable awarded contract items to: Dr. E. Todd, Dallas County Institute of Forensic Sciences, 5230 Medical Center Dr., Dallas, TX 75235. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non performance if the aforementioned documents are not provided accordingly.
32. Each offeror is requested to carefully read the **MINORITY BUSINESS POLICY OF DALLAS COUNTY** (following the Bid Proposal section of this specification). If you have any questions and/or comments regarding the policy statement, how to become a certified minority/women-owned business for the County, or how to complete the Letters of Assurance A or B and the MBE/WBE Identification form, please call the M/WBE Coordinator for Dallas County at 214/653-6018 or 653-6021.
33. **Questions or administration of this contract, the Dallas County representative is:**

Dallas County Purchasing Department
Gloria Torres
(214) 653-6498 /FAX: (214) 653-7449
gtrorres@dallascounty.org

NOTE: All Addendums and any additional applicable correspondence (questions/responses) to this Bid will be made available "exclusively" through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://www.dallascounty.org/departments/purchasing/currentbids.html> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

Annual Contract for Forensic DNA Testing and Analysis Services

GENERAL SPECIFICATIONS AND REQUIREMENTS

The purpose of this contract is to provide forensic DNA consulting, testing and analysis services which are not currently performed or otherwise available for Dallas County. The primary user of these services will be the Dallas County District Attorney's Office.

The contractor will be responsible for providing all necessary equipment, material, labor, service, and supervision required to perform these standard laboratory services.

Services include but are not limited to the following:

A. SERVICE

All services performed under this contract shall be performed in accordance with industry standards and practices.

Specimens submitted for testing from the Institute of Forensic Sciences/Medical Examiners Office will be from living or deceased individuals.

The contractor will utilize validated protocols for DNA extractions from such types of materials provided as blood stained fabrics, hair, tissue, hard surface substrates, saliva, semen, swabs, etc. The contractor will provide identification and analysis through mitochondrial DNA sequencing utilizing validated protocols for DNA extractions from substrates such as hair shafts and bone fragments. Contractor will provide analysis of the statistical likelihood of DNA evidence and prepare reports detailing test analysis, results and conclusions.

B. SUPPLIES

The contractor must provide all necessary materials for shipment of specimens, i.e., packing materials, fed ex account number, evidence of shipping forms, tracking numbers, etc., at ***no additional charge to Dallas County***. Supplies must be provided by courier within two days of the request.

C. LOCATIONS

The contractor must provide reliable, routine pick-up of laboratory specimens ***at no additional cost to Dallas County*** from the following locations:

- Dallas County Institute of Forensic Sciences/ Medical Examiner's Office
5230 Medical Center Drive, Dallas, Texas 75235
- Dallas County District Attorney's Office
133 N. Industrial Blvd, Suite LB19, Dallas, Texas 75207
- District Clerk's Office
600 Commerce Street, 1st floor, Dallas Texas 75202
- City of Dallas Police Department
1725 Baylor, Dallas, Texas 75226
- Any other Dallas Police agencies as directed

D. SPECIMEN COURIER SERVICE

Specimens will be picked-up Monday through Friday from 8:30 a.m. to 5:30 p.m. excluding County Holidays. In addition, specimen pick-up and processing service must be provided on an on-call basis for all holiday and weekends prior to 1:00 p.m.

- The contractor must document and maintain strict evidence handling and chain of custody protocols that ensure the integrity of all evidence received.
- All specimen collection procedures shall maintain confidentiality.
- Provide all collection supplies, locked courier bags for specimen transport, chain of custody forms with numbered control labels and other necessary forms, courier and transportation services of specimen samples to and from a certified laboratory.
- The vendor must be able to demonstrate that it is capable of storing and testing specimens (primary and split) in accordance with applicable or (in strict accordance 49CFR Part 40) federal, state and local regulations.
- a confidential report must also be provided.

It is the responsibility of the contractor to ensure that specimen pick-up as described above is *reliably and routinely performed*. The method of shipment used should ensure the chain of custody protocols and ensure the integrity of all evidence received. The contractor bears the full responsibility for ensuring that its courier service is routinely available with staff trained in the provision of this section of the contract and location of Dallas County pick-up sites. Failure to meet these provisions of the contract may result in contract termination.

E. CONFIDENTIALITY

ALL records pertaining to any tests mentioned in this specification **shall be kept confidential** unless disclosure is otherwise required by law, court order OR the testee has granted consent to release the information. All records relating to these tests must be maintained in *secure* files. All result records shall be maintained as prescribed by laws, regulations, etc.

Vendors must describe chain of custody, and identify operational procedures in place to maintain evidence security. Attach a separate sheet if necessary

F. RESULTS REPORTING AND DELIVERY

Routine test results shall be reported within three months of specimen submission to the Conviction Integrity Unit of the District Attorney's Office. Expedited test results shall be reported within 7 to 14 days of specimen submission.

Hard copy reports should be delivered. Verbal notification of abnormal testing results is not needed. It is the responsibility of the contractor to ensure timely reporting of all results.

Repeated failure to report results in a timely manner may result in contract termination.

G. EXPERIENCE/CERTIFICATION/LICENSES

The contractor must have a minimum of five (5) years in the field of laboratory testing similar in scope to that outlined in these bid specifications.

The laboratory must be accredited by the Texas Department of Public Safety, College of American Pathologists and the American Society of Crime Laboratory Directors – Laboratory Accreditation Board (ASCLD-LAB), to be in full compliance with the standards of the Technical Working Group on DNA Analysis Methods and the DNA Advisory Board.

The experts in the laboratory must be available for consultation and testimony and must provide written documentation on

how this will be provided. Describe how the laboratory will provide on-site consultation and consultation in order to determine the best analysis technology to use for a particular sample, at the request of the prosecutorial agency or the court. Describe how travel expenses are calculated in the event testimony is necessary. Provide documentation describing the maximum capacity per month to perform DNA testing and biological screening casework following the laboratory's standard operating procedure.

H. LABORATORY

State the profile success rate of your laboratory for semen-stained items, sexual assault kits, unspecified cuttings and swabs, miscellaneous items/Touch DNA, e.g., in 94% of sexual assault kits a complete profile (10+ loci) is obtained.

The lab must be in compliance with CODIS DNA audit standards (see **Attachment A**) and approved prior to any testing. Such standards are attached and incorporated herein by reference.

State whether your lab contains a dedicated research and development department.

The lab must be able to conduct a process known as "Sperm Elute" in sexual assault cases (a procedure for obtaining more of the sperm cells from a swab).

I. REFERENCES

Bidders shall include a list of at least three references meeting the following criteria:

- Bidder **MUST** have a minimum of twelve (12) months service with the referenced company prior to the return of this bid proposal.
- A minimum of two (2) references must be within the State of Texas, preferably within Dallas - Fort Worth Metropolitan Area. Include the organization name, address, city/state/zip, contact person and phone number. **DALLAS COUNTY SHALL NOT BE ONE OF THE REFERENCES.**

J. INVOICING

Due to patient confidentiality requirements, the contractor shall submit one invoice upon completion of the work performed to the requesting department within Dallas County. Invoices should be addressed to Accounting District Attorney's Office with a copy sent to Supervisor, Conviction Integrity Unit, District Attorney's Office. Payments will be processed after the Auditor's Office has been notified by the originating department the services have been performed in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the service performed and must reference the Dallas County Purchase Order number for speed in processing.

It is the responsibility of the contractor to ensure that Dallas County departments have correct test codes for analyses listed in this bid prior to the start of the contract period and that invoice prices accurately reflect the prices listed in this bid. Failure to invoice appropriately will delay processing of payment.

Having read and understood the Instructions to bidder and all Specifications herein, we/I submit the following bid.

NOTE: EXACT QUANTITIES ARE NOT KNOWN BUT PRICING SHOULD BE BASED ON A TWELVE (12) MONTH PERIOD. Vendors may receive a request for some of the services and not others. TESTS ARE BID AS FOLLOWS:

Item	Description	Vendor Test Code	Estimated Quantity	Unit Price	Total
1.	<u>Y STR Chromosomal Analysis</u>				
	Victim Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Suspect Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Blood Stain	_____	20	\$ _____	\$ _____
	Semen Stain	_____	20	\$ _____	\$ _____
	Bone	_____	20	\$ _____	\$ _____
	Hair	_____	20	\$ _____	\$ _____
	Tissue	_____	20	\$ _____	\$ _____
	Criminal Paternity	_____	20	\$ _____	\$ _____
2.	<u>Mitochondrial DNA Analysis</u>				
	Victim Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Suspect Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Blood Stain	_____	20	\$ _____	\$ _____
	Semen Stain	_____	20	\$ _____	\$ _____
	Bone	_____	20	\$ _____	\$ _____
	Hair	_____	20	\$ _____	\$ _____
	Tissue	_____	20	\$ _____	\$ _____
	Criminal Paternity	_____	20	\$ _____	\$ _____
3.	<u>DNA MINI STR Analysis</u>				
	Victim Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Suspect Control Sample-Liquid Blood or Buccal Swab	_____	20	\$ _____	\$ _____
	Blood Stain	_____	20	\$ _____	\$ _____
	Semen Stain	_____	20	\$ _____	\$ _____
	Bone	_____	20	\$ _____	\$ _____
	Hair	_____	20	\$ _____	\$ _____
	Tissue	_____	20	\$ _____	\$ _____
	Criminal Paternity	_____	20	\$ _____	\$ _____

Proposal Bid No. 2009-080-4419

Bidders are required to indicate whether they have the required products on hand at the time of the bid or whether they will be required to obtain such upon award. Please indicate by checking the appropriate box:

I/We do have the products in stock

I/We will be required to obtain the products upon award of bid

Specify Payment Terms: ___% ___ Days Net 30 Days
(All invoices are Net upon receipt in the Dallas County Auditor's Office.)

Information on Provision of Health Insurance Coverage for Employees

Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page 4, paragraph 4). Please complete the information below to assist in this evaluation.

Does your company provide health insurance coverage to its employees?

Yes: _____ No: _____

If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?

Yes: _____ No: _____

If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description?

Yes: _____ No: _____

If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?

Yes: _____ No: _____

In the event Dallas County elects to give a preference to a bidder who provides comparable health insurance, that bidder and any subcontractors will be required to provide additional documentation of the declared health insurance coverage.

NOTE: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. SEE Page 3, Paragraph 3.

Dallas County Summary Plan Description

COVERED SERVICE (must be Medically Necessary)	You Pay	Plan Pays (After applicable copays)
PHYSICIAN SERVICES Office Visits - PCP (Family Practice, General Practice, Internal Medicine, Pediatrics, OB/GYN for well woman care only) - Specialist	\$25 copay \$30 copay	100% 100%
Hospital Visits	10%	90%
PREVENTIVE SERVICES	\$25 PCP / \$30 Specialist	100%
ALLERGY CARE SERVICES	\$25 PCP / \$30 Specialist	100%
MATERNITY SERVICES Prenatal and Postnatal Visits	\$25 PCP / \$30 Specialist copay for 1 st visit only	100%
Delivery and Newborn Care in Hospital	10%	90%
OUTPATIENT SERVICES Outpatient Surgery (including all related surgical services)	10%	90%
Diagnostic Lab & X-rays - Performed by a physician's office, participating laboratory, or radiological provider - Performed within 7 days prior to a hospital admission	\$25 PCP / \$30 Specialist 0%	100% 100%
Radiation, Chemotherapy, Dialysis	10%	90%
Rehabilitation Services and Therapy (Physical, Occupational and Speech Therapy only, limited to 60 visits per calendar year for all therapy combined)	\$25 PCP / \$30 Specialist	100%
INPATIENT HOSPITAL SERVICES Inpatient Care (semi-private room & board, surgery, medications, lab & x-ray, anesthesia and therapy)	10%	90%
EMERGENCY MEDICAL SERVICES Emergency Room Services (Copay waived if admitted)	\$75 copay	100%
Urgent Care Center	\$30 copay	100%
Physician Services in Emergency Room	\$0	100%
Ambulance Services – Emergency Only	\$0	100%



DALLAS COUNTY M/WBE SPECIFICATIONS

Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
E-mail: ltcrawford@dallascounty.org
214.653.6018 (office)
214.653.7449 (fax)

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work)
- 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____

(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	<u>%</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

() _____

Printed Name Of Preparer

Signature

Title

Date

3. **LETTERS OF ASSURANCE**

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

=====

4. **PRIME CONTRACTOR MBE/WBE IDENTIFICATION**

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is, is not a minority-owned business, NCTRCA* # _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is, is not a woman-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification Agency



DALLAS COUNTY

5. Vendor Statistical Report

(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							

CHECK ONE:	Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature/Date:
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Non-Minority/Woman-Owned Firm		Typed Name and Title:

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. ***Includes:*** officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. ***Includes:*** accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. ***Includes:*** computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. ***Includes:*** advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. ***Includes:*** bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping/receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. ***Includes:*** building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, tailoress, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. ***Includes:*** apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. ***Includes:*** garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. ***Includes:*** attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number _____ Project Title _____ Invoice # _____ Work Order Date _____ Job # _____

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note:
 This form must be completed and submitted with each payment request.
 Any (significant) deviation from planned should include attached explanation



The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director _____

Signature of Officer/Director _____

Date _____

Dallas County Project Manager _____

Date _____



DALLAS COUNTY

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Urmit Graham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

AFFIDAVIT OF _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared _____, individually and doing business as _____, who after being by me first duly sworn, deposed and stated as follows:

1. "My name is _____ appearing herein individually and as president and sole owner of _____. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct.

2. "My name is _____. I am president and sole owner of _____ located at _____, Dallas County issued Solicitation No. _____ (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for the following reasons: _____.

Further affiant sayeth not."

Name

Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Commission Expires

ATTACHMENT A

CODIS STANDARDS

QUALITY ASSURANCE STANDARDS FOR FORENSIC DNA TESTING LABORATORIES

This document consists of definitions and standards. The standards are quality assurance measures that place specific requirements on the laboratory. Equivalent measures not outlined in this document may also meet the standard if determined sufficient through an accreditation process.

EFFECTIVE DATE:

These standards shall take effect July 1, 2009.

REFERENCES: Federal Bureau of Investigation, "Quality Assurance Standards for Forensic DNA Testing Laboratories" and "Quality Assurance Standards for Convicted Offender DNA Databasing Laboratories," Forensic Science Communications, July 2000, Volume 2, Number 3.

1. SCOPE

The standards describe the quality assurance requirements that laboratories performing forensic DNA testing or utilizing the Combined DNA Index System (CODIS) shall follow to ensure the quality and integrity of the data generated by the laboratory. These standards also apply to vendor laboratories that perform forensic DNA testing in accordance with Standard 17. These standards do not preclude the participation of a laboratory, by itself or in collaboration with others, in research and development, on procedures that have not yet been validated.

2. DEFINITIONS

As used in these standards, the following terms shall have the meanings specified:

Accredited laboratory is a DNA laboratory that has received formal recognition that it meets or exceeds a list of standards, including the FBI Director's Quality Assurance Standards, to perform specific tests, by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic community in accordance with the provisions of the Federal DNA Identification Act (42 U.S.C. § 14132) or subsequent laws.

Accuracy is the degree of conformity of a measured quantity to its actual (true) value.

Administrative review is an evaluation of the report and supporting documentation for consistency with laboratory policies and for editorial correctness.

Analyst (or equivalent role, position, or title as designated by the Laboratory Director) is an employee that has successfully completed the laboratory's training requirements for casework sample analysis, passed a competency test, and has entered into a proficiency testing program according to these Standards. This individual conducts and/or directs the analysis of forensic samples interprets data and reaches conclusions.

Analytical documentation is the documentation of procedures, standards, controls and instruments used, observations made, results of tests performed, charts, graphs, photos and other documentation generated which are used to support the analyst's conclusions.

Analytical procedure is an orderly step-by-step process designed to ensure operational uniformity and to minimize analytical drift.

Annual is once per calendar year.

Audit is an inspection used to evaluate, confirm, or verify activity related to quality.

Biochemistry is the study of the nature of biologically important molecules in living systems, DNA replication and protein synthesis, and the quantitative and qualitative aspects of cellular metabolism.

Calibration is the set of operations which establish, under specified conditions, the relationship between values indicated by a measuring instrument or measuring system, or values represented by a material, and the corresponding known values of a measurement.

Casework CODIS Administrator (or equivalent role, position, or title as designated by the Laboratory Director) is an employee of the laboratory responsible for administration and security of the laboratory's CODIS at a laboratory performing DNA analysis on forensic and casework reference samples.

Casework reference sample is biological material obtained from a known individual and collected for purposes of comparison to forensic samples.

CODIS is the Combined DNA Index System administered by the FBI. CODIS links DNA evidence obtained from crime scenes, thereby identifying serial criminals. CODIS also compares crime scene evidence to DNA profiles from offenders, thereby providing investigators with the identity of the putative perpetrator. In addition, CODIS contains profiles from missing persons, unidentified human remains and relatives of missing persons. There are three levels of CODIS: the Local DNA Index System (LDIS), used by individual laboratories; the State DNA Index System (SDIS), used at the state level to serve as a state's DNA database containing DNA profiles from LDIS laboratories; and the National DNA Index System (NDIS), managed by the FBI as the nation's DNA database containing all DNA profiles uploaded by participating states.

Competency test(s) is a written, oral and/or practical test or series of tests, designed to establish that an individual has demonstrated achievement of technical skills and met minimum standards of knowledge necessary to perform forensic DNA analysis.

Competency is the demonstration of technical skills and knowledge necessary to perform forensic DNA analysis successfully.

Contamination is the unintentional introduction of exogenous DNA into a DNA sample or PCR reaction.

Continuing education is an educational activity (such as a class, lecture series, conference, seminar, or short course) that is offered by a recognized organization or individual that brings participants up to date in their relevant area of knowledge.

Coursework is an academic class officially recognized and taught through a college or university program in which the participating student successfully completed and received one or more credit hours for the class.

Critical equipment or instruments are those requiring calibration or a performance check prior to use and periodically thereafter.

Critical reagents are determined by empirical studies or routine practice to require testing on established samples before use on evidentiary or casework reference samples.

Developmental validation is the acquisition of test data and determination of conditions and limitations of a new or novel DNA methodology for use on forensic and/or casework reference samples.

Differential amplification is the selection of one target region or locus over another during the polymerase chain reaction. Differential amplification can also arise between two alleles within a single locus if one of the alleles has a mutation within a PCR primer binding site causing this allele to be copied less efficiently because of the primer-template mismatch.

DNA record is a database record that includes the DNA profile as well as data required to manage and operate NDIS, i.e., the Originating Agency Identifier which serves to identify the submitting agency; the Specimen Identification Number; and DNA personnel associated with the DNA profile analyses.

DNA type (also known as a DNA profile) is the genetic constitution of an individual at defined locations (also known as loci) in the DNA. A DNA type derived from nuclear DNA typically consists of one or two alleles at several loci (e.g., short tandem repeat loci). The DNA type derived from mitochondrial DNA is described in relation to the revised Cambridge Reference Sequence (Nature Genetics 1999, 23, 147).

Employee is a person: (1) in the service of the applicable federal, state or local government, subject to the terms, conditions and rules of federal/state/local employment and eligible for the federal/state/local benefits of service; or (2) formerly in the service of a federal, state, or local government who returns to service in the agency on a part time or temporary basis. For purposes of a vendor laboratory, an employee is a person in the service of a vendor laboratory and subject to the applicable terms, conditions and rules of employment of the vendor laboratory.

FBI is the Federal Bureau of Investigation, the Federal agency authorized by the DNA Identification Act of 1994 to issue quality assurance standards governing forensic DNA testing laboratories and to establish and administer the National DNA Index System (NDIS).

Forensic DNA analysis is the process of identification and evaluation of biological evidence in criminal matters using DNA technologies.

Forensic sample is a biological sample originating from and associated with a crime scene. For example, a sample associated with a crime scene may include a sample that has been carried away from the crime scene.

Genetics is the study of inherited traits, genotype/phenotype relationships, and population/species differences in allele and genotype frequencies.

Guidelines are a set of general principles used to provide direction and parameters for decision making.

Integral component is that portion of an academic course that is so significant and necessary to the understanding of the subject matter as a whole, that the course would be considered incomplete without it.

Internal validation is the accumulation of test data within the laboratory to demonstrate that established methods and procedures perform as expected in the laboratory.

Known samples are biological material whose identity or type is established.

Laboratory is a facility: (1) employing at least two full time employees who are qualified DNA analysts; and (2) having and maintaining the capability to perform the DNA analysis of forensic and/or casework reference samples at that facility.

Laboratory support personnel (or equivalent role, position, or title as designated by the laboratory director) are employee(s) who perform laboratory duties exclusive of analytical techniques on forensic or database samples.

Methodology is used to describe the analytical processes and procedures used to support a DNA typing technology: for example, extraction methods (manual vs. automated), quantitation methods (slot blot, fluorometry, real time), typing test kit and platform (capillary electrophoresis, real-time gel and end-point gel systems).

Molecular biology is the study of the theories, methods, and techniques used in the study and analysis of gene structure, organization, and function.

Multi-laboratory system is used to describe an organization that has more than one laboratory performing forensic DNA analysis.

Multiplex system is a test providing for simultaneous amplification of multiple loci that is either prepared commercially or by a laboratory.

Negative amplification control is used to detect DNA contamination of the amplification reagents. This control consists of only amplification reagents without the addition of template DNA.

NIST is the National Institute of Standards and Technology.

On-site visit is a scheduled or unscheduled visit by one or more representatives of the outsourcing laboratory to the vendor laboratory work site to assess and document the vendor laboratory's ability to perform analysis on outsourced casework.

Outsourcing is the utilization of a vendor laboratory to provide DNA services in which the NDIS participating laboratory takes or retains ownership of the DNA data for entry into CODIS, when applicable. Outsourcing does not require the existence of a contractual agreement or the exchange of funds.

Ownership occurs when any of the following criteria are applicable:

the originating laboratory will use any samples, extracts or any materials from the vendor laboratory for the purposes of forensic testing (i.e. a vendor laboratory prepares an extract that will be analyzed by the originating laboratory);
the originating laboratory will interpret the data generated by the vendor laboratory;
the originating laboratory will issue a report on the results of the analysis; or
the originating laboratory will enter or search a DNA profile in CODIS from data generated by the vendor laboratory.
Performance check is a quality assurance measure to assess the functionality of laboratory instruments and equipment that affect the accuracy and/or validity of forensic sample analysis.

Platform is the type of analytical system utilized to generate DNA profiles such as capillary electrophoresis, real-time gel, and end-point gel instruments or systems.

Polymerase Chain Reaction (PCR) is an enzymatic process by which a specific region of DNA is replicated during repetitive cycles which consist of the following:

- (1) denaturation of the template;
- (2) annealing of primers to complementary sequences at an empirically determined temperature; and
- (3) extension of the bound primers by a DNA polymerase.

Positive amplification control is an analytical control sample that is used to determine if the PCR performed properly. This control consists of the amplification reagents and a known DNA sample.

Precision characterizes the degree of mutual agreement among a series of individual measurements, values, and/or results.

Preferential amplification is the unequal sampling of the two alleles present in a heterozygous locus primarily due to stochastic (random) fluctuation arising when only a few DNA molecules are used to initiate the polymerase chain reaction.

Procedure (protocol, SOP or other equivalent) is an established practice to be followed in performing a specified task or under specific circumstances.

Proficiency testing is a quality assurance measure used to monitor performance and identify areas in which improvement may be needed. Proficiency tests may be classified as:

- (1) An internal proficiency test, which is produced by the agency undergoing the test.
- (2) An external proficiency test, which may be open or blind, is a test obtained from an approved proficiency test provider.

Qualified auditor is a current or previously qualified DNA analyst who has successfully completed the FBI DNA Auditor's training course.

Quality system is the organizational structure, responsibilities, procedures, processes and resources for implementing quality management.

Quantitative PCR is a method of determining the concentration of DNA in a sample by use of the polymerase chain reaction.

Reagent blank control is an analytical control sample that contains no template DNA and is used to monitor contamination from extraction to final fragment or sequence analysis. This control is treated the same as, and parallel to, the forensic and or casework reference samples being analyzed.

Reference material (certified or standard) is a material for which values are certified by a technically valid procedure and accompanied by, or traceable to, a certificate or other documentation which is issued by a certifying body.

Reproducibility is the ability to obtain the same result when the test or experiment is repeated.

Review is an evaluation of documentation to check for consistency, accuracy, and completeness.

Second agency is an entity or organization external to and independent of the laboratory.

Semi-annual is used to describe an event that takes place two times during one calendar year, with the first event taking place in the first six months of that year and the second event taking place in the second six months of that year and where the interval between the two events

is at least four months and not more than eight months.

Service is the performance of those adjustments or procedures specified which are to be performed by the user, manufacturer or other service personnel in order to ensure the intended performance of instruments and equipment.

Technical Leader (or equivalent role, position, or title as designated by the laboratory director) is an employee who is accountable for the technical operations of the laboratory and who is authorized to stop or suspend laboratory operations.

Technical review is an evaluation of reports, notes, data, and other documents to ensure there is an appropriate and sufficient basis for the scientific conclusions.

Technical reviewer is an employee who is a current or previously qualified analyst in the methodology being reviewed that performs a technical review of, and is not an author of, the applicable report or its contents.

Technician (or equivalent role, position, or title as designated by the laboratory director) is an employee who performs analytical techniques on forensic samples under the supervision of a qualified analyst. Technicians do not interpret data, reach conclusions on typing results, or prepare final reports.

Technology is used to describe the type of forensic DNA analysis performed in the laboratory, such as RFLP, STR, YSTR, or mitochondrial DNA.

Test kit is a pre-assembled set of reagents that allows the user to conduct a specific DNA extraction, quantitation or amplification.

Traceability is the property of a result of a measurement whereby it can be related to appropriate standards, generally international or national standards, through an unbroken chain of comparisons.

Underlying scientific principle is a rule concerning a natural phenomenon or function that is a part of the basis used to proceed to more detailed scientific functions.

Validation is a process by which a procedure is evaluated to determine its efficacy and reliability for forensic casework analysis and includes the following:

- (1) Developmental validation is the acquisition of test data and determination of conditions and limitations of a new or novel DNA methodology for use on forensic samples.
- (2) Internal validation is an accumulation of test data within the laboratory to demonstrate that established methods and procedures perform as expected in the laboratory.

Vendor laboratory is a governmental or private laboratory that provides DNA analysis services to another laboratory or agency and does not take ownership of the DNA data for purposes of entry into CODIS.

Work product is the material that is generated as a function of analysis, which may include extracts, amplified product and amplification tubes or plates as defined by the laboratory.

3. QUALITY ASSURANCE PROGRAM

STANDARD 3.1 The laboratory shall establish, follow and maintain a documented quality system that is appropriate to the testing activities and is equivalent to or more stringent than what is required by these Standards.

3.1.1 The quality system shall be documented in a manual that includes or references the following elements:

3.1.1.1 Goals and objectives

3.1.1.2 Organization and management

3.1.1.3 Personnel

3.1.1.4 Facilities

3.1.1.5 Evidence control

3.1.1.6 Validation

3.1.1.7 Analytical procedures

3.1.1.8 Equipment calibration and maintenance

3.1.1.9 Reports

3.1.1.10 Review

3.1.1.11 Proficiency testing

3.1.1.12 Corrective action

3.1.1.13 Audits

3.1.1.14 Safety

3.1.1.15 Outsourcing

STANDARD 3.2 The laboratory shall maintain and follow a procedure regarding document retention that specifically addresses proficiency tests, corrective action, audits, training records, continuing education, case files and court testimony monitoring.

STANDARD 3.3 The quality system as applicable to DNA shall be reviewed annually independent of the audit required by Standard 15. The review of the quality system shall be completed under the direction of the technical leader and the approval by the technical leader shall be documented.

4. ORGANIZATION AND MANAGEMENT

STANDARD 4.1 The laboratory shall:

4.1.1 Have a managerial staff with the authority and resources needed to discharge their duties and meet the requirements of the Standards in this document.

4.1.2 Have a technical leader who is accountable for the technical operations. Multi-laboratory systems shall have at least one technical leader.

4.1.3 Have a casework CODIS administrator who is accountable for CODIS on-site at each individual laboratory facility utilizing CODIS.

4.1.4 Have at least two full time employees who are qualified DNA analysts.

4.1.5 Specify and document the responsibility, authority, and interrelation of all personnel who manage, perform or verify work affecting the validity of the DNA analysis.

4.1.6 Have a documented contingency plan that is approved by laboratory management if the technical leader position is vacated.

5. PERSONNEL

STANDARD 5.1 Laboratory personnel shall have the education, training and experience commensurate with the examination and testimony provided. The laboratory shall:

5.1.1 Have a written job description for personnel, that may be augmented by additional documentation, that defines responsibilities, duties and skills.

5.1.2 Have a documented training program for qualifying all analyst/technician(s).

5.1.2.1 The laboratory's training program shall include a training manual covering all DNA analytical procedures that the analyst/technician will perform. Practical exercises shall include the examination of a range of samples routinely encountered in casework.

5.1.2.2 The training program shall teach and assess the technical skills and knowledge required to perform DNA analysis.

5.1.2.2.1 The training program shall require an individual's demonstration of competency. The laboratory shall maintain documentation of the successful completion of such competency test(s).

5.1.2.2.2 When hiring experienced analyst/technician(s), the technical leader shall be responsible for assessing their previous training and ensuring it is adequate and documented. Modification to the training program may be appropriate and shall be documented by the technical leader.

5.1.2.2.3 All analyst/technician(s), regardless of previous experience, shall successfully complete a competency test(s) covering the routine DNA methodologies to be used prior to participating in independent casework analysis.

5.1.3 Have a documented program to ensure technical qualifications are maintained through participation in continuing education.

5.1.3.1 Continuing education: The technical leader, casework CODIS administrator, and analyst(s) shall stay abreast of developments within the field of DNA typing by attending seminars, courses, professional meetings or documented training sessions/classes in relevant subject areas at least once each calendar year. A minimum of eight cumulative hours of continuing education are required annually and shall be documented.

5.1.3.1.1 If continuing education is conducted internally, the title of the program, a record of the presentation, date of the training, attendance list, and the curriculum vitae of the presenter(s) shall be documented and retained by the laboratory.

5.1.3.1.2 If the continuing education is conducted externally, the laboratory shall maintain documentation of attendance through a mechanism such as certificates, program agenda/syllabus, or travel documentation. Attendance at a regional, national or international conference shall be deemed to provide a minimum of 8 hours of continuing education.

5.1.3.1.3 Programs based on multimedia or internet delivery shall be subject to the approval of the technical leader. Participation in such programs shall be formally recorded and its completion shall be submitted to the technical leader for review and approval. The documentation shall include the time required to complete the program.

5.1.3.2 The laboratory shall have a program approved by the technical leader for the annual review of scientific literature that documents the analysts' ongoing reading of scientific literature. The laboratory shall maintain or have physical or electronic access to a collection of current books, reviewed journals, or other literature applicable to DNA analysis.

5.1.4 Maintain records on the relevant qualifications, training, skills and experience of the technical personnel.

STANDARD 5.2 The technical leader shall meet the following qualifications:

5.2.1 Minimum educational requirements: The technical leader of a laboratory shall have, at a minimum, a Master's degree in a biology-, chemistry- or forensic science- related area and successfully completed 12 semester or equivalent credit hours from a combination of undergraduate and graduate course work covering the following subject areas: biochemistry, genetics, molecular biology, and statistics or population genetics.

5.2.1.1 The 12 semester or equivalent credit hours shall include at least one graduate level course registering three (3) or more semester or equivalent credit hours.

5.2.1.2 The specific subject areas listed in 5.2.1 shall constitute an integral component of any course work used to demonstrate compliance with this Standard.

5.2.1.3 Individuals who have completed course work with titles other than those listed in 5.2.1 shall demonstrate compliance with this Standard through a combination of pertinent materials such as a transcript, syllabus, letter from the instructor or other document that supports the course content.

5.2.1.4 If the degree requirements of section 5.2.1 were waived by the American Society of Crime Laboratory Directors (ASCLD) in accordance with criteria approved by the Director of the Federal Bureau of Investigation (FBI), such a documented waiver shall be permanent and portable.

5.2.2 Minimum experience requirements: A technical leader of a laboratory shall have three years of forensic DNA laboratory experience obtained at a laboratory where forensic DNA testing was conducted for the identification and evaluation of biological evidence in criminal matters. As of the effective date of this revision, any newly appointed technical leader shall have a minimum of three years of human DNA (current or previous) experience as a qualified analyst on forensic samples. The technical leader shall have previously completed or successfully complete the FBI sponsored auditor training within one year of appointment.

5.2.3 The technical leader shall be responsible for the following:

5.2.3.1 General duties and authority:

5.2.3.1.1 Oversee the technical operations of the laboratory.

5.2.3.1.2 Authority to initiate, suspend and resume DNA analytical operations for the laboratory or an individual.

5.2.3.2 The minimum specific responsibilities to be performed by the technical leader include the following:

5.2.3.2.1 To evaluate and document approval of all validations and methods used by the laboratory and to propose new or modified analytical procedures to be used by analysts.

5.2.3.2.2 To review the academic transcripts and training records for newly qualified analysts and approve their qualifications prior to independent casework analysis and document such review.

5.2.3.2.3 To approve the technical specifications for outsourcing agreements.

5.2.3.2.4 To review internal and external DNA Audit documents and, if applicable, approve corrective action(s), and document such review.

5.2.3.2.5 To review, on an annual basis, the procedures of the laboratory and document such review.

5.2.3.2.6 To review and approve the training, quality assurance and proficiency testing programs in the laboratory.

5.2.4. Accessibility: The technical leader shall be accessible to the laboratory to provide onsite, telephone or electronic consultation as needed. A multi-laboratory system may have one technical leader over a system of separate laboratory facilities. For multi-laboratory systems the technical leader shall conduct a site visit to each laboratory at least semi-annually.

5.2.4.1 The technical leader shall be a full time employee of the laboratory or multi-laboratory system.

5.2.4.1.1 In the event that the technical leader position of a laboratory is vacated and there is no individual in the laboratory or multi-laboratory system who meets the requirements of this standard and serve as a technical leader, the laboratory shall immediately contact the

FBI and submit their contingency plan within 14 days to the FBI for its approval. Work in progress by the laboratory may be completed during this 14 day period but new casework shall not be started until the plan is approved by the FBI.

5.2.5 Newly appointed technical leaders shall be responsible for the documented review of the following:

5.2.5.1 Validation studies and methodologies currently used by the laboratory; and

5.2.5.2 Educational qualifications and training records of currently qualified analysts.

STANDARD 5.3 The casework CODIS administrator shall be an employee of the laboratory and meet the following qualifications:

5.3.1 Minimum educational requirements: The casework CODIS Administrator shall meet the education requirements for an analyst as defined in Standard 5.4. A casework CODIS Administrator appointed prior to the effective date of this revision shall be deemed to have satisfied the minimum educational requirements; satisfaction of these minimum educational requirements shall be applicable to the specific laboratory the casework CODIS Administrator is employed by prior to the effective date of this revision and shall not be portable.

5.3.2 Minimum experience requirements: A casework CODIS administrator shall be or have been a current or previously qualified DNA analyst as defined in Standard 5.4 with documented mixture interpretation training. A casework CODIS administrator appointed prior to the effective date of this revision who is not or has never been a qualified analyst (with documented training in mixture interpretation) shall be deemed to have satisfied the minimum experience requirements upon completion of FBI sponsored CODIS training; satisfaction of these minimum requirements shall be applicable to the specific laboratory the casework CODIS administrator is employed by prior to the effective date of this revision and shall not be portable.

5.3.3 Minimum CODIS training requirements. The casework CODIS Administrator shall participate in the FBI sponsored training in CODIS software within six months of assuming CODIS casework administrator duties if the Administrator had not previously attended such training. The casework CODIS Administrator shall successfully complete the FBI sponsored auditor training within one year of assuming their Administrator duties if the Administrator had not previously attended such training.

5.3.4 The casework CODIS Administrator shall be responsible for the following:

5.3.4.1 Administration of the laboratory's local CODIS network.

5.3.4.2. Scheduling and documentation of the CODIS computer training of casework analysts.

5.3.4.3 Assurance that the security of data stored in CODIS is in accordance with state and/or federal law and NDIS operational procedures.

5.3.4.4 Assurance that the quality of data stored in CODIS is in accordance with state and/or federal law and NDIS operational procedures.

5.3.4.5 Assurance that matches are dispositioned in accordance with NDIS operational procedures.

5.3.5 The casework CODIS Administrator shall be authorized to terminate an analyst's or laboratory's participation in CODIS until the reliability and security of the computer data can be assured in the event an issue with the data is identified.

5.3.6 A laboratory shall not upload DNA profiles to NDIS in the event that the casework CODIS Administrator position is unoccupied.

STANDARD 5.4 The analyst shall be an employee of the laboratory and meet the following qualifications:

5.4.1 Minimum educational requirements: The analyst shall have a bachelor's (or its equivalent) or an advanced degree in a biology-, chemistry-, or forensic science-, related area and shall have successfully completed course work (graduate or undergraduate level) covering the following subject areas: biochemistry, genetics, molecular biology; and course work and/or training in statistics and/or population genetics as it applies to forensic DNA analysis.

5.4.1.1. The specific subject areas listed in Standard 5.4.1. shall be an integral component of any coursework for compliance with this Standard.

5.4.1.2. Analysts appointed or hired after the effective date of these revisions shall have a minimum of nine cumulative semester hours or equivalent that cover the required subject areas.

5.4.1.3. Analysts who have completed course work with titles other than those listed in 5.4.1 above shall demonstrate compliance with this Standard through a combination of pertinent materials, such as a transcript, syllabus, letter from the instructor, or other document that supports the course content. The technical leader shall document approval of compliance with this Standard.

5.4.2 Minimum experience requirements: The analyst shall have six (6) months of forensic human DNA laboratory experience. If prior forensic human DNA laboratory experience is accepted by a laboratory, the prior experience shall be documented and augmented by additional training, as needed, in the analytical methodologies, platforms and interpretations of human DNA results used by the laboratory.

5.4.2.1 The analyst shall complete the analysis of a range of samples routinely encountered in forensic casework prior to independent work using DNA technology.

5.4.2.2 The analyst shall successfully complete a competency test before beginning independent DNA analysis.

STANDARD 5.5 The technician shall meet the following qualifications:

5.5.1 Documented training specific to their job function(s).

5.5.2 Successful completion of a competency test before participating in DNA analysis on evidence.

STANDARD 5.6 Laboratory technical support personnel shall have documented training specific to their job function(s).

6. FACILITIES

STANDARD 6.1 The laboratory shall have a facility that is designed to ensure the integrity of the analyses and the evidence.

6.1.1 Access to the laboratory shall be controlled and limited in a manner to prevent access by unauthorized personnel. All exterior entrance/exit points require security control. The distribution of all keys, combinations, etc., shall be documented and limited to the personnel designated by laboratory management.

6.1.2 Except as provided in 6.1.4., techniques performed prior to PCR amplification such as evidence examinations, DNA extractions, and PCR setup shall be conducted at separate times or in separate spaces from each other. Standard 6.1.4 is applicable if robotic workstations are used by the laboratory.

6.1.3 Except as provided in 6.1.4., amplified DNA product, including real time PCR, shall be generated, processed and maintained in a room(s) separate from the evidence examination, DNA extractions and PCR setup areas. The doors between rooms containing amplified DNA and other areas shall remain closed.

6.1.4 A robotic workstation may be used to carry out DNA extraction, quantitation, PCR setup, and/or amplification in a single room, provided that the analytical process has been validated in accordance with Standard 8. If the robot performs analysis through amplification, the robot shall be housed in a separate room from that used for initial evidence examinations.

6.1.5 The laboratory shall have and follow written procedures for cleaning and decontaminating facilities and equipment.

7. EVIDENCE CONTROL

STANDARD 7.1 The laboratory shall have and follow a documented evidence control system to ensure the integrity of physical evidence.

7.1.1 Evidence shall be marked with a unique identifier on the evidence package. The laboratory shall clearly define what constitutes evidence and what constitutes work product. The laboratory shall have and follow a method to distinguish each sample throughout processing (such as plate or rack mapping) that may not require the assignment of unique identifiers or individual evidence seals for each specimen.

7.1.2 Chain of custody for all evidence shall be documented and maintained in hard or electronic format. The chain of custody shall include the signature, initials or electronic equivalent of each individual receiving or transferring the evidence, the corresponding date for each transfer, and the evidentiary item(s) transferred.

7.1.3 The laboratory shall have and follow documented procedures designed to minimize loss, contamination, and/or deleterious change of evidence and work product in progress .

7.1.4 The laboratory shall have secure, controlled access areas for evidence storage and work product in progress.

STANDARD 7.2 Where possible, the laboratory shall retain or return a portion of the evidence sample or extract.

STANDARD 7.3 The laboratory shall have and follow a documented policy for the disposition of evidence that includes a policy on sample consumption.

8. VALIDATION

STANDARD 8.1 The laboratory shall use validated methodologies for DNA analyses. There are two types of validations: developmental and internal.

STANDARD 8.2 Developmental validation shall precede the use of a novel methodology for forensic DNA analysis.

8.2.1 Developmental validation studies shall include, where applicable, characterization of the genetic marker, species specificity, sensitivity studies, stability studies, reproducibility, case-type samples, population studies, mixture studies, precision and accuracy studies, and PCR-based studies. PCR-based studies include reaction conditions, assessment of differential and preferential amplification, effects of multiplexing, assessment of appropriate controls, and product detection studies. All validation studies shall be documented.

8.2.2 Peer-reviewed publication of the underlying scientific principle(s) of a technology shall be required.

STANDARD 8.3 Except as provided in Standard 8.3.1.1, internal validation of all manual and robotic methods shall be conducted by each laboratory and reviewed and approved by the laboratory's technical leader prior to using a procedure for forensic applications.

8.3.1 Internal validation studies conducted after the date of this revision shall include as applicable: known and non-probative evidence samples or mock evidence samples, reproducibility and precision, sensitivity and stochastic studies, mixture studies, and contamination assessment. Internal validation studies shall be documented and summarized. The technical leader shall approve the internal validation studies.

8.3.1.1 Internal validation data may be shared by all locations in a multi-laboratory system. Each laboratory in a multi-laboratory system shall complete, document and maintain applicable precision, sensitivity, and contamination assessment studies. The summary of the validation data shall be available at each site.

8.3.2 Internal validation shall define quality assurance parameters and interpretation guidelines, including as applicable, guidelines for mixture interpretation.

8.3.3 A complete change of detection platform or test kit (or laboratory assembled equivalent) shall require internal validation studies.

STANDARD 8.4 Before the introduction of a methodology into the laboratory, the analyst or examination team shall successfully complete a competency test to the extent of his/her/their participation in casework analyses.

STANDARD 8.5 The performance of a modified procedure shall be evaluated by comparison with the original procedure using similar DNA samples.

STANDARD 8.6 Each additional critical instrument shall require a performance check. Modifications to an instrument, such as a detection platform, that do not affect the analytical portion of the instrument shall require a performance check.

STANDARD 8.7 Modifications to software, such as an upgrade, shall require a performance check prior to implementation. New software or significant software changes that may impact interpretation or the analytical process shall require a validation prior to implementation.

9. ANALYTICAL PROCEDURES

STANDARD 9.1 The laboratory shall have and follow written analytical procedures approved by the technical leader. The standard operating procedures are to be reviewed annually by the technical leader independent of the audit required by Standard 15 and this review shall be

documented.

9.1.1 The laboratory shall have and follow a standard operating procedure for each analytical method used by the laboratory. The procedures shall specify reagents, sample preparation, extraction methods (to include differential extraction of nuclear DNA samples with adequate amount of sperm), equipment, and controls which are standard for DNA analysis and data interpretation.

STANDARD 9.2 The laboratory shall use reagents that are suitable for the methods employed.

9.2.1 The laboratory shall have written procedures for documenting commercial reagents and for the formulation of in-house reagents.

9.2.2 Commercial reagents shall be labeled with the identity of the reagent and the expiration date as provided by the manufacturer or as determined by the laboratory.

9.2.3 In-house reagents shall be labeled with the identity of the reagent, the date of preparation and/or expiration, and the identity of the individual preparing the reagent.

STANDARD 9.3 The laboratory shall identify critical reagents and evaluate them prior to use in casework. These critical reagents shall include but are not limited to the following:

9.3.1 Test kits or systems for performing quantitative PCR and genetic typing

9.3.2 Thermostable DNA polymerase, primer sets and allelic ladders used for genetic analysis that are not tested as test kit components under Standard 9.3.1.

STANDARD 9.4 The laboratory shall quantify the amount of human DNA in forensic samples prior to nuclear DNA amplification. Quantitation of human DNA is not required for casework reference samples if the laboratory has a validated system that has been demonstrated to reproducibly and reliably yield successful DNA amplification and typing without prior quantitation.

STANDARD 9.5 The laboratory shall monitor the analytical procedures using the following controls and standards.

9.5.1 Where quantitation is used, quantitation standards shall be used.

9.5.2 Positive and negative amplification controls associated with samples being typed shall be amplified concurrently with the samples at all loci and with the same primers as the forensic samples. All samples typed shall also have the corresponding amplification controls typed.

9.5.3 Reagent blank controls associated with each extraction set being analyzed shall be:

9.5.3.1 Extracted concurrently;

9.5.3.2 Amplified utilizing the same primers, instrument model and concentration conditions as required by the sample(s) containing the least amount of DNA; and

9.5.3.3 Typed utilizing the same instrument model, injection conditions and most sensitive volume conditions of the extraction set.

9.5.4 Allelic ladders and internal size makers for variable number tandem repeat sequence PCR based systems.

9.5.5 The laboratory shall check its DNA procedures annually or whenever substantial changes are made to a procedure against an appropriate and available NIST standard reference material or standard traceable to a NIST standard.

STANDARD 9.6 The laboratory shall have and follow written guidelines for the interpretation of data.

9.6.1 The laboratory shall verify that all control results meet the laboratory's interpretation guidelines for all reported results.

9.6.2 For a given population(s), the statistical interpretation of autosomal loci shall be made following the recommendations 4.1, 4.2 or 4.3 as deemed applicable of the National Research Council report entitled "The Evaluation of Forensic DNA Evidence" (1996) and/or court directed method. These calculations shall be derived from a documented population database appropriate for the calculation.

9.6.3 A laboratory performing genetic analyses not addressed by Standard 9.6.2, such as Y-chromosome or mtDNA typing shall have and follow documented statistical interpretation guidelines specific for such testing.

9.6.4 Laboratories analyzing forensic samples shall have and follow a documented procedure for mixture interpretation that addresses major and minor contributors, inclusions and exclusions, and policies for the reporting of results and statistics.

STANDARD 9.7 The laboratory shall have and follow a documented policy for the detection and control of contamination.

10. EQUIPMENT CALIBRATION AND MAINTENANCE

STANDARD 10.1 The laboratory shall use equipment suitable for the methods employed.

STANDARD 10.2 The laboratory shall have and follow a documented program for conducting performance checks and calibration of instruments and equipment.

10.2.1 At a minimum, the following critical instruments or equipment shall require annual performance checks:

10.2.1.1 Thermometer traceable to national or international standard(s) that is used for conducting performance checks.

10.2.1.2 Balance/scale

10.2.1.3 Thermal Cycler temperature verification system

10.2.1.4 Thermal Cycler including quantitative-PCR

10.2.1.5 Electrophoresis detection systems

10.2.1.6 Robotic systems

10.2.1.7 Genetic Analyzers

10.2.1.8 Mechanical pipettes.

STANDARD 10.3 The laboratory shall have a schedule and follow a documented program to ensure that instruments and equipment are properly maintained. The laboratory shall retain documentation of maintenance, service or calibration.

STANDARD 10.4 New critical instruments and equipment, or critical instruments and equipment that have undergone repair, service or calibration, shall undergo a performance check before use in casework analysis.

10.4.1 At a minimum, the following critical equipment shall undergo a performance check following repair, service or calibration:

10.4.1.1 Electrophoresis detection systems

10.4.1.2 Robotic systems

10.4.1.3 Genetic Analyzers

10.4.1.4 Thermal cycler including quantitative-PCR

11. REPORTS

STANDARD 11.1 The laboratory shall have and follow written procedures for taking and maintaining casework notes to support the conclusions drawn in laboratory reports. The laboratory shall maintain all analytical documentation generated by analysts related to case analyses. The laboratory shall retain, in hard or electronic format, sufficient documentation for each technical analysis to support the report conclusions such that another qualified individual could evaluate and interpret the data.

STANDARD 11.2 Casework reports shall include the following elements:

11.2.1 Case identifier;

11.2.2 Description of evidence examined;

11.2.3 A description of the technology;

11.2.4 Locus or amplification system;

11.2.5 Results and/or conclusions;

11.2.6 A quantitative or qualitative interpretative statement;

11.2.7 Date issued;

11.2.8 Disposition of evidence; and

11.2.9 A signature and title, or equivalent identification, of the person accepting responsibility for the content of the report.

STANDARD 11.3 Except as otherwise provided by state or federal law, reports, case files, DNA records and databases shall be confidential.

11.3.1 The laboratory shall have and follow written procedures to ensure the privacy of the reports, case files, DNA records and databases.

11.3.2 The laboratory shall have and follow written procedures for the release of reports, case files, DNA records and databases in accordance with applicable state or federal law.

11.3.3 Personally identifiable information shall only be released in accordance with applicable state and federal law.

12. REVIEW

STANDARD 12.1 The laboratory shall conduct and document administrative and technical reviews of all case files and reports to ensure conclusions and supporting data are reasonable and within the constraints of scientific knowledge. The review of data generated external to the laboratory is governed by Standard 17.

12.1.1 An individual conducting technical reviews shall be or have been an analyst qualified in the methodology being reviewed.

STANDARD 12.2 Completion of the technical review shall be documented and the technical review of forensic casework shall include the following elements:

12.2.1 A review of all case notes, all worksheets, and the electronic data (or printed electropherograms or images) supporting the conclusions.

12.2.2 A review of all DNA types to verify that they are supported by the raw or analyzed data (electropherograms or images).

12.2.3 A review of all profiles to verify correct inclusions and exclusions (if applicable) as well as a review of any inconclusive result for compliance with laboratory guidelines.

12.2.4 A review of all controls, internal lane standards and allelic ladders to verify that the expected results were obtained.

12.2.5 A review of statistical analysis, if applicable.

12.2.6 A review of the final report's content to verify that the results/conclusions are supported by the data. The report shall address each tested item or its probative fraction.

12.2.7 Verification that all profiles entered into CODIS are eligible, have the correct DNA types and correct specimen category

12.2.7.1 Prior to upload to or search of SDIS, verification of the following criteria for DNA profiles: eligibility for CODIS, correct DNA types,

and appropriate specimen category.

12.2.7.2 For entry into a searchable category at SDIS, verification of the following criteria for DNA profiles by two concordant assessments by a qualified analyst or technical reviewer: eligibility for CODIS; correct DNA types; and appropriate specimen category.

STANDARD 12.3 The administrative review shall include the following elements, any or all of which may be included within the technical review:

12.3.1 A review of the case file and final report for clerical errors and that information specified in Standard 11.2 is present and accurate.

12.3.2 A review of chain of custody and disposition of evidence.

12.3.3 A procedure to document the completion of the administrative review.

STANDARD 12.4 The laboratory shall document the elements of a technical and administrative review. Case files shall be reviewed and documented according to the laboratory's procedure.

STANDARD 12.5 The laboratory shall have and follow a documented procedure to address unresolved discrepant conclusions between analysts and reviewer(s).

STANDARD 12.6 The laboratory shall have and follow a documented procedure for the verification and resolution of database matches.

STANDARD 12.7 The laboratory shall have and follow a program that documents the annual monitoring of the testimony of each analyst.

13. PROFICIENCY TESTING

STANDARD 13.1 Analysts, technical reviewers, technicians, and other personnel designated by the technical leader, shall undergo semi-annual external proficiency testing in each technology performed to the full extent in which they participate in casework. Semi-annual is used to describe an event that takes place two times during one calendar year, with the first event taking place in the first six months of that year and the second event taking place in the second six months of that year and where the interval between the two events is at least four months and not more than eight months. Such external proficiency testing shall be an open proficiency testing program and shall be submitted to the proficiency testing provider in order to be included in the provider's published external summary report.

13.1.1 Individuals routinely utilizing both manual and automated methods shall be proficiency tested in each at least once per year to the full extent in which they participate in casework.

13.1.2 Newly qualified individuals shall enter the external proficiency testing program within six months of the date of their qualification.

13.1.3 For purposes of tracking compliance with the semi-annual proficiency testing requirement, the laboratory shall define, document and consistently use the date that the proficiency test is performed as the received date, assigned date, submitted date, or the due date.

13.1.4 Except as provided in Standard 13.1.4.1, each analyst shall be assigned and complete his/her own external proficiency test.

13.1.4.1 Laboratories that use a team approach to casework examination may do so on external proficiency tests. However, all analysts, technicians, and technical reviewers shall be proficiency tested at least once per year in each of the DNA technologies, including test kits for DNA typing, and each platform in which they perform forensic DNA analysis.

13.1.5 Typing of all CODIS core loci or CODIS core sequence ranges shall be attempted for each technology performed.

13.1.6 The laboratory shall maintain the following records for proficiency tests:

13.1.6.1 The test set identifier,

13.1.6.2 Identity of the analyst, and other participants, if applicable,

13.1.6.3 Date of analysis and completion,

13.1.6.4 Copies of all data and notes supporting the conclusions,

13.1.6.5 The proficiency test results,

13.1.6.6 Any discrepancies noted, and

13.1.6.7 Corrective actions taken.

13.1.7 The laboratory shall include, at a minimum, the following criteria for evaluating proficiency test results:

13.1.7.1 Inclusions and exclusions as well as all reported genotypes and/or phenotypes are correct or incorrect according to consensus results or are within the laboratory's interpretation guidelines.

13.1.7.2 All results reported as inconclusive or not interpretable are consistent with written laboratory guidelines.

13.1.7.2.1 The technical leader shall review any inconclusive result for compliance with laboratory guidelines.

13.1.7.3 All discrepancies/errors and subsequent corrective actions shall be documented.

13.1.7.4 All final reports are graded as satisfactory or unsatisfactory.

13.1.7.4.1 A satisfactory grade is attained when there are no analytical errors for the DNA profile typing data.

13.1.7.4.1.1 Administrative errors and corrective actions, as applicable, shall be documented.

13.1.8 All proficiency test participants shall be informed of his/her final test results and this notification shall be documented.

13.1.9 The technical leader shall be informed of the results of all participants and this notification shall be documented. The technical leader shall inform the casework CODIS administrator of all non-administrative discrepancies that affect the typing results and/or conclusions at the time of discovery.

STANDARD 13.2 The laboratory shall use an external proficiency test provider that is in compliance with the current proficiency testing manufacturing guidelines established by the American Society of Crime Laboratory Directors/ Laboratory Accreditation Board or be in compliance with the current International Organization for Standardization.

14. CORRECTIVE ACTION

STANDARD 14.1 The laboratory shall establish and follow a corrective action plan to address when discrepancies are detected in proficiency tests and casework analysis. A laboratory corrective action plan shall define what level/type of discrepancies are applicable to this practice and identify (when possible) the cause, effect of the discrepancy, corrective actions taken and preventative measures taken (where applicable) to minimize its recurrence. Documentation of all corrective actions shall be maintained in accordance with Standard 3.2.

STANDARD 14.2 Corrective actions shall not be implemented without the documented approval of the technical leader.

15. AUDITS

STANDARD 15.1 The laboratory shall be audited annually in accordance with these standards. The annual audits shall occur every calendar year and shall be at least 6 months and no more than 18 months apart.

STANDARD 15.2 At least once every two years, an external audit shall be conducted by an audit team comprised of qualified auditors from a second agency(ies) and having at least one team member who is or has been previously qualified in the laboratory's current DNA technologies and platform.

15.2.1 Each analyst, casework CODIS administrator and technical leader shall have his/her education, experience and training qualifications evaluated and approved during two successive, separate external audits conducted after July 1, 2004. Approval of an individual's education, experience and training qualifications shall be documented in the audit document.

15.2.2 Each validation study shall be evaluated and approved during one external audit. Approved validation studies shall be documented in the audit document.

STANDARD 15.3. For internal audits, the auditor or audit team shall have the following expertise: currently qualified auditor and currently or previously qualified as an analyst in the laboratory's current DNA technologies and platform.

STANDARD 15.4 Internal and external audits shall be conducted utilizing the FBI DNA Quality Assurance Standards Audit Document.

STANDARD 15.5 Internal and external DNA Audit documents and, if applicable, corrective action(s) shall be submitted to the technical leader for review to ensure that findings, if any, were appropriately addressed.

15.5.1 For NDIS participating laboratories, all external audit documentation and laboratory responses shall be provided to the FBI within 30 days of laboratory receipt of the audit documents or report.

STANDARD 15.6 Internal and external audit documentation shall be retained and available for inspection during subsequent audits.

16. SAFETY

STANDARD 16.1 The laboratory shall have and follow a documented environmental health and safety program. This program shall include the following:

16.1.1 A blood borne pathogen and chemical hygiene plan

16.1.2 Documented training on the blood borne pathogen and chemical hygiene plan.

STANDARD 16.2 The laboratory's environmental health and safety program shall be reviewed once each calendar year and such review shall be documented.

STANDARD 17. OUTSOURCING

STANDARD 17.1 A vendor laboratory performing forensic DNA analysis shall comply with these Standards and the accreditation requirements of federal law.

17.1.1 An NDIS participating laboratory that outsources DNA sample(s) to a vendor laboratory to generate DNA data that will be entered into CODIS shall require the vendor laboratory to provide documentation of compliance with these Standards and the accreditation requirements of federal law. The NDIS participating laboratory shall maintain such documentation.

STANDARD 17.2 Except as provided in Standard 17.2.1, an NDIS participating laboratory's technical leader shall document approval of the technical specifications of the outsourcing agreement with a vendor laboratory before it is awarded. Such documentation shall be maintained by the NDIS participating laboratory.

17.2.1 A vendor laboratory that is performing forensic DNA analysis for a law enforcement agency or other entity and generating DNA data that may be entered into or searched in CODIS shall not initiate analysis for a specific case or set of cases until documented approval has been obtained from the appropriate NDIS participating laboratory's technical leader of acceptance of ownership of the DNA data.

STANDARD 17.3 An NDIS participating laboratory shall not upload or accept DNA data for upload to or search in CODIS from any vendor laboratory or agency without the documented prior approval of the technical specifications of the outsourcing agreement and/or documented approval of acceptance of ownership of the DNA data by the NDIS participating laboratory's technical leader.

STANDARD 17.4 An NDIS participating laboratory shall have and follow a procedure to verify the integrity of the DNA data received through the performance of the technical review of DNA data from a vendor laboratory.

STANDARD 17.5 Prior to the upload or search of DNA data to SDIS, the technical review of a vendor laboratory's DNA data shall be performed by an analyst or technical reviewer employed by the NDIS participating laboratory who is qualified or previously qualified in the technology, platform and typing amplification test kit used to generate the data and participates in the laboratory's proficiency testing program.

17.5.1 The technical review shall include the following elements:

17.5.1.1 A review of all DNA types to verify that they are supported by the raw and/or analyzed data (electropherograms or images).

17.5.1.2 A review of all associated controls, internal lane standards and allelic ladders to verify that the expected results were obtained.

17.5.1.3 A review of the final report (if provided) to verify that the results/conclusions are supported by the data. The report shall address each tested items (or its probative fractions) submitted to the vendor laboratory.

17.5.1.4 Verification of the DNA types, eligibility, and the correct specimen category for entry into CODIS.

STANDARD 17.6 An NDIS participating laboratory or multi-laboratory system outsourcing DNA sample(s) to a vendor laboratory or accepting ownership of DNA data from a vendor laboratory shall have and follow a procedure to perform an on-site visit(s) of the vendor laboratory. This procedure shall include, at a minimum, the following elements:

17.6.1 A documented initial on-site visit prior to the vendor laboratory's beginning of casework analysis for the laboratory.

17.6.1.1 The on-site visit shall be performed by the technical leader, or a designated employee of the NDIS participating laboratory who is a qualified or previously qualified DNA analyst in the technology, platform and typing amplification test kit, used to generate the DNA data.

17.6.2 If the outsourcing agreement extends beyond one year, an annual on-site visit shall be required. Each annual on-site visit shall occur every calendar year and shall be at least 6 months and no more than 18 months apart.

17.6.2.1 An NDIS participating laboratory may accept an on-site visit conducted by another NDIS participating laboratory using the same technology, platform and typing amplification test kit, for the generation of the DNA data and shall document the review and approval of such on-site visit.



DALLAS COUNTY M/WBE SPECIFICATIONS

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Minority & Women Business Enterprises
E-mail: ltcrawford@dallascounty.org
214.653.6018 (office)
214.653.7449 (fax)

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work)
- 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____

(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: _____

ADDRESS: _____

PHONE# _____

() _____

Printed Name Of Preparer _____

Signature _____

Title _____

Date _____

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is, is not a minority-owned business, NCTRCA* # _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is, is not a woman-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification Agency



DALLAS COUNTY

5. Vendor Statistical Report

(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							

FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							

FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							

FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							

CHECK ONE:	Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature/Date:
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Non-Minority/Woman-Owned Firm		Typed Name and Title:

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. *Includes:* officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. *Includes:* accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. *Includes:* computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. *Includes:* advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. *Includes:* bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping/receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. *Includes:* building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, tailoress, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. *Includes:* apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. *Includes:* garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. *Includes:* attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number
 Project Title
 Invoice #
 Work Order Date
 Job #

Prime/General Contractor:

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date

Note:
This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director
 Signature of Officer/Director

Date

Dallas County Project Manager

Date

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date