REQUEST FOR PROPOSAL FOR
Deoxyribonucleic Acid (DNA) Analysis for Post-Conviction DNA Testing
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Dallas County, Texas (hereinafter “The County”) is seeking competitive sealed proposals to for post-conviction Deoxyribonucleic Acid Analysis (DNA) testing of biological evidence from proposers having suitable qualifications, experience, financial and institutional stability, and conceptual approach to providing the scope of services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by Dallas County. The intent is this RFP is to establish a blanket purchase agreement through December 31, 2025, with three one-year renewal options.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature and quality of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. The contract work will be performed on an as-needed basis.

II. SCOPE OF SERVICES

The County seeks proposals from laboratories for the purpose of outsourcing the DNA analysis of biological evidence. Generally, this will include the DNA testing of material from post-conviction felony cases, related criminal forensic evidence, and the DNA analysis of such evidence. These analyses and processing activities are intended to provide results which can be uploaded into the Combined DNA Index System (CODIS).

General

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

2. Supplier laboratory, at the time of proposal submission, must hold accreditation by the Texas Forensic Science Commission and maintain that accreditation for the duration of DNA testing for each case, pursuant to Article 38.01, Texas Code of Criminal Procedure. Any analyst employed by the supplier laboratory who is expected to conduct forensic analysis must be licensed by the Texas Forensic Science Commission or otherwise meet the Commission’s standards for qualification at the time of the proposal submission.

3. An on-site visit of the supplier lab must be conducted by a Texas CODIS participating lab, unless a site visit has previously been conducted by such Texas CODIS participating lab, an MOU for CODIS uploads by a Texas CODIS participating lab has previously been executed and is currently in effect at the time of the proposal submission, or CODIS uploads by a Texas CODIS participating lab has previously been approved after the appropriate quality manual and analytical procedure materials have been reviewed and accepted.

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

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

6. Supplier laboratory must be willing to make personal contact with the County’s submitting agency’s representative, including but not limited to an attorney or assigned investigator, to request additional samples for testing, such as elimination standards.
7. Supplier laboratory must issue a report of analysis to the County’s submitting agency for each case worked, as well as any further discovery requested by the submitting agency.

8. Supplier laboratory must issue a report of analysis to be reviewed by the Texas Department of Public Safety (TDPS) if a developed unknown profile may be suitable for CODIS upload. The supplemental information associated with a report to be reviewed for CODIS upload shall be included.

9. Supplier laboratory analysts and court proceedings:
   a. Supplier laboratory analysts and court proceedings. Payment of expert testimony charges are financial issues that must be resolved by the Supplier and the district attorney, defense attorney or court authorized official requesting or requiring information or testimony. All Supplier proposals submitted for this RFP must contain a statement of expert testimony daily or hourly charges.
   b. Supplier will provide expert witness testimony in accordance with Dallas County subpoenas and requests.

10. Supplier laboratory must maintain a chain of custody record on each sample. Documentation of chain of custody must comply with the published standards of the accrediting organization to protect the samples from deleterious change or loss. Suppliers must provide copy of policy for maintaining Chain of Custody with its response.

11. Dallas County cannot guarantee any quantities to be purchased under this service price agreement. The quantities for the items listed are estimated annual quantities for evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all proposers that Dallas County is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this request for proposal. All items shall be provided on an "as needed/requested basis" to Dallas County.

III. REQUIREMENTS

Note: The current "THE QUALITY ASSURANCE STANDARDS FOR FORENSIC DNA TESTING LABORATORIES" (https://ucr.fbi.gov/lab/biometric-analysis/codis/quality-assurance-standards-for-forensic-dna-testing-laboratories) issued by the FBI, must be met for any outside laboratory to conduct DNA analysis. Laboratories must be audited at least biannually, and an annual site visit must be completed by an accredited agency, to meet these standards.

1. For items submitted for DNA testing, the supplier laboratory will attempt to obtain biological material and in the event that biological material is identified and collected, the supplier laboratory will subject said biological material to extraction/quantitative testing as directed by the submitting agency.

2. Shipping Labels - The Supplier must provide, at no additional cost, preprinted shipping labels to Dallas County.

3. Shipping Notification - The Supplier must immediately (within one business day) notify the County via e-mail each time a shipping container is received by the Supplier. The Supplier must examine the shipping container and notify the County by phone and e-mail (unless otherwise specified by the County) immediately upon discovery of any damage to the shipping container that would compromise the integrity of the samples.
4. Chain of Custody - The Supplier must take possession of individually packaged evidence and maintain a written, verifiable chain of custody until returned to the County. The Supplier must confirm the sealed state: mark each piece of evidence with the unique case #, analyst ID, date and item number (or sub-item number). The Supplier must maintain a complete electronic chain of custody for all samples starting with the unique identifier on the overnight shipping label on the shipping container. The chain of custody must also include the unique identifier on the overnight shipping label used when sending samples to and from the County. The samples must be identified throughout the testing process with a unique identification number. The Supplier may utilize its own barcode so long as that barcode is associated with one and only one unique identification number.

5. Manifest Reconciliation - The Supplier must electronically compare the manifest with the samples received by the Supplier and notify the County immediately by phone and e-mail (unless otherwise specified by the County) immediately upon discovery of any discrepancy. Sample seals must be checked for seal integrity and the Supplier must notify County by phone and e-mail (unless otherwise specified by the County) immediately upon discovery of any sample received open (and not resealed with tape) and/or damaged (either the sample or packaging).

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

7. Sample Consumption - No more than 50% of a sample must be consumed by the Supplier without expressed written permission of the County.

8. Confidentiality - Other than the associated case file and report, no identification information about the sample(s) may be recorded by the Supplier and shall not be used for any purpose other than in delivering Supplies and/or performing Services. Supplier must treat all information relating to this contract (“Dallas County Information”) as confidential. Any “outside” inquiries related to Dallas County Information, including but not limited to the processing of these samples, must be immediately reported to the County. “Outside” inquiries are those originating from third parties, including but not limited to, private citizens, news agencies, etc. Dallas County Information, including but not limited to the processing of these samples, may not be provided to third parties unless required by law, or authorized by the County in writing.

9. Testing Location- Samples must only be tested at the Supplier laboratory location approved by the County.

10. Sample Processing Order - The cases/samples must be processed in the following order: Submissions with the oldest date of receipt by the Supplier must be analyzed first. Upon request by the County the Supplier must test a case/sample out of receipt order.

11. Batch Composition - Cases and samples must be tested, reported, and returned in batches consistent with the way that the samples were shipped. Cases and samples within a batch must be tested and reported in numerical order (with the exception of retesting). Reagent blank controls must be used, maintained, preserved, and stored in accordance with industry and quality assurance standards so as to enable the client to pursue future forensic analyses (including forensic/investigative genetic genealogy).

12. Forensic Analysis Paperwork - The Supplier must prepare all case file pages, including notes, with proper identifiers and provide it to the client as part of standard protocol. Each step of the DNA analysis process must also be thoroughly documented.

13. Testing Procedures – Group A: The Supplier must be able to perform STR and YSTR DNA testing with a maximum turn-around time of 30-60 days. The Supplier must also employ the forensic DNA interpretation method of probabilistic genotyping using STRmix software. The validated procedures,
policies, and methods used by the Supplier must be such that they promote the successful profiling of samples the first time through the laboratory (without re-injections, re-testing and additional sample consumption) and must provide data in a way that is the least complicated for the State to review.

Testing Procedures – Group B: The Supplier must be able to perform STR, YSTR, and Mitochondrial DNA testing with a maximum turnaround time of 60-90 days. The Supplier must also employ the forensic DNA interpretation method of probabilistic genotyping using STR mix software. The validated procedures, policies, and methods used by the Supplier must be such that they promote the successful profiling of samples the first time through the laboratory (without re-injections, re-testing and additional sample consumption) and must provide data in a way that is the least complicated for the State to review.

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

b. The Supplier must provide documentation for changes or deviations from validated procedures/methods, standard operating procedures, and any other quality assurance policies and/methods to the County. When a procedural change is requested, the County must review the Supplier’s validation studies and reports. The County will also consider the impact that the proposed change will have on the County’s laboratory process. The County may also want to inspect the approved process in the Supplier’s laboratory prior to its implementation. The County’s written approval will include an implementation date. Procedural changes must not be utilized prior to the implementation date.

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

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

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

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

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

h. All analyses must be performed by the Supplier utilizing the DNA testing kit most suitable for each item of evidence, which shall be determined after consultation with the County. Primers must be used in the concentration provided by the manufacturer and must not be diluted.

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

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

16. Amplification - When performing STR DNA analysis using PCR technology, the supplier shall use the DNA testing kit most suitable to each piece of evidence to generate DNA profiles at the minimum core loci identified by NDIS. PCR amplification area must be separated from the DNA extraction and PCR set-up area as per Federal Guidelines. DNA analysis must be attempted for the minimum core loci required by NDIS for the specimen category.

17. Capillary Electrophoresis - The Supplier must perform fragment separation using capillary electrophoresis for each case that is amplified. All controls must be associated with every sample. That is, each sample used in reporting must have an acceptable extraction negative, amplification positive, amplification negative and ladder associated with each locus. If a sample is rerun, then all controls must be rerun. The following controls must be run controls must be directly associated (same data file) with their corresponding samples. Data files are defined as Genemapper ID containing samples and all associated controls. In addition, the Supplier must use a “plate fingerprinting” system to uniquely identify a 96-well plate. This mechanism must involve the strategic placement of known controls on a 96-well plate such that any plate mix-up can be detected.

18. Data Analysis - The Supplier’s lab must provide quality data that can easily be reviewed and uploaded into CODIS in accordance with NDIS standards. Fragment analysis must be performed using current software applicable for the computer hardware utilized. All reported profiles must be independently interpreted by qualified analysts in duplicate. All profiles must be reported accurately. Upon approval some of the data presentation parameters may be modified to ensure proper allele calls. Internal size standard must have the 60-500bp peaks correctly identified for all reported samples, ladders and controls. Analysis must be completed within 90 days upon receipt of evidence.

19. Data Reporting
   a. All data and all associated controls from failed samples must be included within the case file provided to the County. Retained data must include, but not limited to, Genescan, Genemapper ID, Excel files, .fsa or .HID raw data files and must be provided to the County.
   b. Prior to reporting a profile, the Supplier must perform a contamination quality assurance check by electronically comparing the reported profile to a database of employee and contamination profiles observed in the Supplier laboratory. In addition, prior to reporting a profile, the Supplier must compare the reported profile to profiles from other samples tested at the same time to ensure that the reported profile is unique. All unidentified DNA profiles must be compared to other profiles obtained from the samples extracted and/or processed with that item. Additionally, they must be compared to any analyst profiles that were involved in the analysis of that item.
   c. All reported peaks must be labeled with the appropriate allele call for upload into CODIS.
   d. Non-reported samples must not be included within reported data files for County review.
   e. Data from all sample runs must be provided to the County in an electronic format.
   f. The following documentation must be provided for each individual case (unless noted) via a secure electronic portal (e.g., FTP site) within 30 days of analysis:
      • Completed County request for review form
Photographs of all evidence items submitted, and all items contained within the received submission
County evaluation/screening form
Report of Results and Conclusions
Technical/Administrative review sheets
Any supplier lab submission documents (if required)
Electronic Chain of Custody
Inventory/packaging documentation
Laboratory notes/worksheets to include extraction sheets, quantitation sheets, amplification work sheets, CE plate maps, and control electropherograms (these may be batched)
Electropherograms, worksheets to document data interpretation, allele call tables, and any statistical calculations
Email/communication records, etc.
.fsa or .HID raw data files are needed
Summary of Allele call table(s) for CODIS upload (one per batch)
g. The Supplier’s lab must be responsible for interpreting the DNA data, generating a report of results, performing a technical and administrative review, returning all unused evidence samples to the County and maintaining electronic data. Supplier must preserve electronic data permanently unless otherwise approved by the appropriate District Attorney and/or the County.

20. Notification of Testing Issues - The Supplier must, within five working days of occurrence, provide to the County, in writing, any problem and associated corrective action regarding samples. If an issue is discovered which requires corrective action, the Supplier must demonstrate the extent of the issue and identify all affected samples/profiles and provide corrective action. If unexpected results are obtained (i.e., multiple DNA profiles, amplification failure, etc.), the supplier laboratory must troubleshoot the problem. All variant alleles must be re-run for confirmation purposes. Any information that is required to be disclosed to the Texas Forensic Science Commission shall also be provided to the County.

21. Notification of Staffing Changes - The County must be notified when the following staffing changes are made:
   a. Supplier Point of Contact
   b. Project Manager
   c. Technical Leader

22. Sample Return and Notification - Cases/samples must be returned to the County when the data and results have been reported and reviewed by the supplier laboratory. In addition, if the case has not yet been started, the evidence can be recalled by the County and returned unanalyzed at no cost to the County. Each sample must be properly sealed with initialed evidence tape in the pouch in which it was provided and returned via overnight, traceable carrier (Federal Express, UPS or another appropriate way approved by County) to maintain the integrity of the samples. The Supplier must notify the County before and when cases/samples are returned to the County. The cases and samples must be in the same order and boxes in which they were received by the supplier laboratory.

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

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

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

24. Sample Destruction & Disclosure - The Supplier must adhere to the following specific restrictions for destruction/disclosure of DNA samples and records:

a. The remaining portion of the sample, unused extracts, and reagent blank controls must be returned to the County after the data has been reported and reviewed by the supplier laboratory, unless expressly indicated by the County.

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

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

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

25. Blind Proficiency Test results – All blind case samples must be 100% correct.

IV. EVALUATION CRITERIA

Award shall be made to the responsible proposer(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies supplier acceptance of the evaluation criteria and supplier recognition that subjective judgments must be made by the Evaluation Committee:

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<tr>
<th>Group A</th>
<th>Criteria</th>
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<td>Experience and Staffing Capacity</td>
<td>25</td>
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<td></td>
<td>Technical Approach</td>
<td>20</td>
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<td></td>
<td>Disaster Recovery Plan</td>
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<td></td>
<td>Logistical Coordination Plan</td>
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<td></td>
<td>Maximum Certified Turnaround Time</td>
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<td></td>
<td>Total Points</td>
<td>100</td>
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V. PROPOSAL FORMAT

The proposal shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section.

1. Letter of Transmittal – The letter of transmittal must include the following: clearly identify the submitting organization; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names, titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate acceptance of all the General Conditions and Requirements conditions.

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

3. Staffing Capacity – The Supplier selected must have the capacity to handle all samples submitted, be financially stable, begin work immediately upon their receipt, and provide a reasonable and efficient turnaround time. In its proposal, Supplier must describe previous experience with processing these kits from state or local crime laboratories. Supplier must include key DNA contact persons from previous or existing crime laboratory customers. Supplier must also provide resumes or employment summaries of all Supplier staff that will be processing submitted evidence, including verification of Supplier’s staff licensed by the Texas Forensic Science Commission who are the sole staff who shall perform forensic analysis on the County’s cases. These resumes or employment summaries will be critical to the evaluation of staffing capacity and the expected quality of laboratory analysis activities. The Supplier selected must provide proof/verification of the laboratory’s accreditation through the Texas Forensic Science Commission, as well as their nationally approved accrediting agency as defined/determined by Federal Law. Group A - Supplier must also describe the maximum average number of monthly kit submissions they can process and provide test results back to the County within a 30-day or 60-day time frame. Group B - Supplier must also describe the maximum average number of monthly kit submissions they can process and provide test results back to the County within a 60-day or 90-day time frame.

4. Technical Approach – Technical approach represents the quality and professionalism of the scientific and forensic methods described in the technical RFP proposal. Supplier’s proposal shall include, in narrative, outline, and/or graph form the Supplier’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5. Cost Proposal – Suppliers must complete all components of the cost proposal described below. Unit cost quotes and detailed pricing included per Attachment A:

   a. There are six (6) separate unit cost variables required for this proposal for Group A; and eight (8) separate unit cost variables required for this proposal for Group B.
      1. The proposed cost per submitted item of evidence for STR DNA Analysis;
      2. The proposed cost per submitted item of evidence for YSTR DNA Analysis;
      3. The proposed cost per submitted item of evidence for Mitochondrial DNA Analysis;
      4. The proposed cost for reference STR DNA sample(s);
      5. The proposed cost for reference YSTR DNA sample(s);
      6. The proposed cost for reference Mitochondrial DNA sample(s);
      7. The proposed per hour expert witness testimony fee; and
      8. The proposed maximum per day charge for expert witness testimony.
6. Maximum Certified Turnaround Time (TAT) – As a part of its signed cost proposals, Suppliers must certify the maximum turnaround time for the types of DNA evidence analyzed by the supplier laboratory. This certification represents the maximum number of business days, they will be required to completely analyze, process and return DNA evidence to the County. Time will be measured from delivery of the DNA evidence to the physical supplier RFP for DNA Testing to the subsequent return to the County and the submission of CODIS data to the State Crime Lab. Suppliers will be evaluated based on their commitment to lower maximum certified turnaround times, please include with submitted proposal.
   - Group A – maximum turnaround time 30-60 days
   - Group B – maximum turnaround time 60-90 days

7. Disaster Recovery Plan – Each Supplier’s technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the supplier laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for Dallas County employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a supplier laboratory. Preference or higher point scores will be awarded to Suppliers that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events.

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

VI. DOCUMENTS SUBMITTED WITH PROPOSAL OR UPON REQUEST

1. Attachment S - Small Business Utilization Affidavit (Mandatory, submit with proposal)
2. Attachment A – Cost of Services
3. Attachment C - Certification Regarding Lobbying

VII. PRE-PROPOSAL CONFERENCE

During the solicitation process respondents are required to limit their communication regarding this project to the Buyer referenced herein. A pre-proposal meeting will be held by the County whereby the respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County’s purchasing platform, https://prod.bidsync.com/dallas_county_texas, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-proposal conference August 23, 2023, at 10:00 a.m. (CST), the pre-proposal meeting will be conducted through a conference call.

(Insert Pre-Proposal Meeting Link Here)

The deadline for the submission of questions is on August 28, 2023 at 4:00 p.m. (CST) through BidSync.
Solicitation Number No.: 2023-040-6977  Pre-Proposal Meeting Date: August 23, 2023
Project Title: Deoxyribonucleic Acid (DNA) Analysis for Post-Conviction DNA Testing
Bid Due Date: September 14, 2023

VIII. TERM AND COMMENCEMENT DATE
This will be a term contract through December 31, 2025, with three one-year options commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

IX. AWARD METHOD
The County’s intent is to award this solicitation in its entirety, but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all proposals and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

X. OPENING OF PROPOSALS
Proposal reading shall be conducted: September 14, 2023 at 2:30pm (CDT) on the day the proposals are due. The reading will be conducted via a live meeting online at (insert proposal opening link here). Proposals will be publicly opened in compliance with public solicitation opening statutory requirements.

Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer’s opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XI. ADDITIONAL QUESTIONS AND ANSWERS DURING AND/OR AFTER THE PRE-PROPOSAL CONFERENCE
Firms will be required to any submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by August 31, 2023 at Noon m (CDT)

All questions and responses will be posted to the County’s website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

XII. PROPOSAL SUBMITTAL AND EXCEPTION REQUIREMENTS
To be considered for award, the proposal response must be submitted by September 14, 2023 at 2:00 p.m. (CDT). Proposal responses shall be submitted electronically through BidSync, the County’s online public solicitation platform https://prod.bidsync.com/dallas_county_texas. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the supplier may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the proposal to be considered nonresponsive and not considered for award.

Note: On April 27, 2020, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through BidSync. Suppliers seeking to do business with Dallas
Solicitation Number No.: 2023-040-6977  Pre-Proposal Meeting Date: August 23, 2023  
Project Title: Deoxyribonucleic Acid (DNA) Analysis for Post-Conviction DNA Testing  
Bid Due Date: September 14, 2023

County will be required to register, use this link to begin your registration. https://prod.bidsync.com/dallas_county_texas. By registering, suppliers will be able to receive, at no cost, solicitation notices, view open solicitations, and submit their response online to desired business.

XIII. COMMUNICATION

Upon release of the solicitation and during the process, suppliers /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the supplier being disqualified. All questions and request for information related to this solicitation contact must be coordinated through James Gay, for the procurement of these services.

All questions regarding this solicitation are to be submitted in writing to James Gay, Purchasing Buyer with the Dallas County Purchasing Department via BidSync https://prod.bidsync.com/dallas_county_texas, The County’s procurement platform, or delivered to Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. If the respondent does not have access to the County’s solicitation platform, the proposer may submit their questions in writing via email to James.Gay@dallascounty.org. Please reference the RFP Solicitation number in the subject of the email on all correspondence to Dallas County.

All questions, comments and requests for clarification must reference the RFP solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addenda and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. respondents are solely responsible for frequently checking this website for updates to this RFP. Addenda to this RFP can be located at the following web address: http://www.dallascounty.org/department/purchasing/currentbids.php (go to the appropriate RFP #number, click on the appropriate hyperlink to view and/or download solicitation.)

XIV. REVIEW OF PROPOSALS

All proposals will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a proposal if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and proposers are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected proposers; however, discussions may not be initiated by proposers. Dallas County Purchasing expects to conduct discussions with supplier’s representatives authorized to contractually obligate the supplier with an offer. Proposers shall not contact any Dallas County personnel during the RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any supplier who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.
All correspondence relating to this RFP, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the supplier relating to this RFP shall be coordinated by Dallas County Purchasing.

Selected proposers may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, presentations and product/service evaluations may develop into negotiating sessions with the proposer(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with proposer’s representatives authorized to contractually obligate with an offer. If proposer is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer. In addition to a presentation, visits by the Evaluation Committee to representative proposer’s client sites may be conducted where the proposed solution can be demonstrated in a production environment.

XV. PROPOSAL PRICING

Proposed pricing shall be firm for the first 12-months and may not increase more than 5% annually thereafter. And shall not increase more than 25% over the term of the agreement. Written notification of any increase shall be provided by supplier and will be effective after approval by Dallas County.

Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the County, regardless of the intentions of the proposer when the proposal was submitted and regardless that those costs were actually incurred.

XVI. INSURANCE

The successful Proposer shall obtain insurance with a responsible company or companies, having a minimum rating of B+ or above, licensed to do business in the State of Texas. The successful Proposer or insurance carrier shall forward official insurance certificates to the Dallas County reflecting Dallas County as an additional insured with respect to liability. The successful Proposer shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this contract sufficient Professional Liability or Errors and Omissions insurance in an amount of not less than $1,000,000.00 single limit with certificates of insurance evidencing such coverage to be provided to the County. Such certificates of insurance shall specifically name the County as a loss payee.

<table>
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<tr>
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<td>$1,000,000 Combined Single Limit</td>
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<td>Employers’ Liability</td>
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<tr>
<td>Professional Liability</td>
<td>$1,000,000 Each Occurrence</td>
</tr>
</tbody>
</table>

XVII. DISCUSSION WITH REASONABLY QUALIFIED PROPOSALS

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

Notice that this is the opportunity to submit written best and final offers
Notice of the date and time for submission of the best and final offer
Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
Notice of any changes in the Proposal requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFP.

After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Commissioner’s Court executes a completed Contract, or the Procurement Department determines that no acceptable alternative proposal exists.

The County reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer’s best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XVIII. REJECTION OR ACCEPTANCE OF PROPOSALS
This RFP does not commit the County to award any Contract. The County reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the County. The County shall not be liable for any costs incurred by any company responding to this RFP.

The County will require the recommended proposer to sign the necessary Contract documents prepared by the County Attorney’s Office.

XIX. LATE AND WITHDRAWN PROPOSALS
All proposals must be submitted no later than the solicitation due date and time established by this solicitation. Proposals arriving after the due date and time will not be accepted. Late proposals delivered by carrier will be returned to the respondent unopened.

XX. CONFIDENTIALITY
Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the response “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XXI. DISQUALIFICATION OF PROPOSERS
Proposers may be disqualified for, but not limited to, the following reasons:
- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the County of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas
XXII. PERMITS REQUIRED BY LAW
Proposer shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXIII. RECORDS AND AUDIT
The Proposer shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXIV. ASSIGNMENT OF CONTRACT
The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Proposer assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.

XXV. DEFAULT BY PROPOSER
The following shall be deemed as events of default by Proposer under the Contract:
Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
Proposer attempts to assign the Contract without the prior written consent of the County;
Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
Proposer fails to properly and timely pay Proposer personnel, suppliers or other Proposers and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Proposer written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Proposer shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Proposer, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXVI. TERMINATION
The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Proposer. The County will compensate Proposer in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXVII. MISCELLANEOUS
After executing the Contract, no consideration will be given to any claim of misunderstanding.

Proposers shall submit with the Proposal, the required Proposer’s qualification statement with supporting information as stated herein along with all other supporting documentation requested.
Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.

The County reserves the right to reject all Proposals and to waive any minor irregularities. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.

The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.

Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXVIII. CONFLICT OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Dallas County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by reports to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Dallas County. Potential respondents are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official’s family member, or employment of any County Official or the County Official’s family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Dallas County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds $100,000.00, contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”

XXII.1
XXIX. INDEMNITY

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, Elected Officials, and all of its Officers, Directors, Agents and Employees (hereinafter referred to as County, indemnities or Owner, from and against all claims, damages, losses and expenses, including, but not limited to, Attorneys fees, arising out of or resulting from bodily injury or death of any person, or property damage, including loss of use of property, arising or alleged to arise out of or in any way related to this contract or Contractor's performance of the work or other activities of Contractor, but only to the extent caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Notwithstanding the foregoing, Contractor shall indemnify, hold harmless and defend County, Dallas County Commissioners Court, Elected Officials, and all of its Officers, Directors, Agents and Employees (the "Indemnities"), from and against all claims, damages, losses and expenses, including, but not limited to, Attorneys fees, arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such claim, damage, loss or expense is caused, or is alleged to be caused, in whole or in part by the negligence of any Indemnitee, it being the expressed intent of Owner and Contractor that in such event the Contractor is to indemnify, hold harmless and defend the Indemnities from the consequences of their own negligence. Whether it is or is alleged to be the sole or concurring cause of the bodily injury, sickness, disease or death of Contractor's Employee or the employee of any of its subcontractors, the indemnification obligations under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Workers Compensation acts, disability benefit acts or other Employee benefit acts.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this agreement shall indefinitely survive any expiration, completion or termination of this agreement. In the event Contractor and Owner are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the State under Texas law and without waiving any defenses of the parties under Texas law.

Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

No indemnification by County: Contractor acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas
CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THE CONTRACT.

XXX. SELECTION PROCESS

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXXI. DEVELOPMENT COSTS

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm’s ability to meet the requirements of the RFP.

XXXII. CONTRACT AWARD

Upon selection of a successful Proposer, the County and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

XXXIII. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

All proposers recommended by County staff for a contract pursuant to this RFP will be required to comply with Section 2252.908 of the Texas Government Code. Each supplier shall complete Form 1295-Certificate of Interested Parties- for every contract for which they’re recommended. Supplier will complete the form electronically at the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended supplier has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.
Solicitation Number No.: 2023-040-6977  Pre-Proposal Meeting Date: August 23, 2023
Project Title: Deoxyribonucleic Acid (DNA) Analysis for Post-Conviction DNA Testing
Bid Due Date: September 14, 2023

Attachment A: Cost of Services

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<th>Unit of Measure</th>
<th>Price</th>
<th>Extended Total</th>
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Attachment B: Federal Terms and Conditions

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

UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

Attachment C: Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.] RFP for DNA Testing of Sexual Assault Kits.

The Contractor, __________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.
Solicitation Number No.: 2023-040-6977  Pre-Proposal Meeting Date: August 23, 2023
Project Title: Deoxyribonucleic Acid (DNA) Analysis for Post-Conviction DNA Testing
Bid Due Date: September 14, 2023

__________________________ Signature of Contractor's Authorized Official

__________________________ Name and Title of Contractor's Authorized Official

__________________________ Date

ATTACHMENT S: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM