

REQUEST FOR PROPOSALS

**Iowa Department of Justice
Crime Victim Assistance Division**

Sexual Assault Kit Testing

RFP NO. 2017-01

February 10, 2017

Section 1 Introduction

1. Introduction

1.1 Purpose

This Request for Proposals (“RFP”) solicits proposals from Qualified Private Laboratories to test untested or unsubmitted sexual assault kits.

1.2 Definitions

For purposes of this RFP, the following terms mean:

1.2.1 “CVAD” means the Iowa Department of Justice, Crime Victim Assistance Division.

1.2.2 “DCI” means the Iowa Department of Public Safety, Division of Criminal Investigations.

1.2.3 “Proposal” means a Vendor’s bid or proposal submitted in response to this RFP.

1.2.4 “Qualified Private Laboratories” means private laboratories that meet the criteria established in § 4.3 of this RFP

1.2.5 “Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

1.2.6 “RFP” means this Request for Proposals and any attachments, exhibits, schedules, or addenda.

1.2.7 “SAK” means a sexual assault kit.

1.3 Overview of the services being sought in this RFP

CVAD—working in conjunction with the Iowa Department of Public Safety, Division of Criminal Investigation Crime Laboratory—is seeking multiple vendors to provide Y-screen and DNA Short Tandem Repeat (“STR”) analysis of untested or unsubmitted SAK. CVAD has been awarded a Federal National Sexual Assault Kit Initiative competitive grant. As part of that grant, CVAD is working with several agencies to develop a working to inventory, test, investigate, and prosecute cases that involve untested or unsubmitted SAK across the state. CVAD is working with DCI—a full-functioning forensic laboratory that offers both casework and database DNA analysis—to outsource the DNA testing of untested or unsubmitted SAKs as part of the federal grant.

CVAD estimates that there are about 3,700 untested or unsubmitted SAKs that need to be tested. CVAD needs to have these SAKs tested within various timeframes for possible criminal prosecution. Given time constraints, CVAD anticipates awarding contracts to multiple Qualified Private Laboratories so that the SAKs are tested within the applicable time limits for criminal prosecutions. CVAD estimates that about 200-250 untested or unsubmitted SAKs will need to be tested first due to time limits for criminal prosecutions. As a result, CVAD will work Qualified Private Laboratories to have batches of SAKs tested on an expedited timeframe: A Qualified Private Laboratory will complete its testing of the SAKs and send them to a reviewing laboratory within 20 days of the Qualified Private Laboratory’s receipt of the SAKs. And the Qualified Private Laboratory will provide final results and information to CVAD, DCI Crime Lab, and other designated parties within 35 days of the Qualified Private Laboratory’s receipt of the SAKs. CVAD anticipates that the remaining SAKs will be tested in accordance with the Qualified Private Laboratory’s normal processing time.

Section 2 Administrative Information

2. Administrative information

2.1 Overview of the RFP process

This RFP provides Vendors with the information needed to prepare competitive Proposals. The RFP process is for CVAD's benefit and is intended to provide CVAD with information to assist in the selection process. The RFP is not comprehensive. As a result, each Vendor must determine all factors necessary for submission of a comprehensive Proposal.

2.2 Issuing Officer

The Issuing Officer for this RFP is

Robert Hamill
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319
Telephone : (515) 242-6110
Email : Robert.Hamill@iowa.gov

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until CVAD issues a notice of intent to award the contract.

2.3 Restriction on communications

From the issue date of this RFP until a notice of intent to award the contract is issued, Vendors may contact only the Issuing Officer concerning the RFP. Vendors must communicate with the Issuing Officer using email. When communicating with the Issuing Officer using email, the Vendor must put the RFP number in the subject line of

the email. The Issuing Officer will respond only to written questions about the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in § 2.6 of the RFP. CVAD may disqualify any Vendor if it contacts any State employee other than the Issuing Officer about the RFP.

2.4 Downloading the RFP from the Internet

CVAD will post the RFP and any addenda on its website at www.state.ia.us/government/ag/helpingvictims. CVAD will also notify potential Vendors that might be interested in submitting Proposals in response to this RFP. Vendors are solely responsible for checking for any addenda posted CVAD’s website as well as other notices and information related to this RFP.

2.5 Procurement timetable

Relevant Action	Date/Time (Local Time)
.1 CVAD issues RFP:	February 10, 2017
.2 Written questions, requests for clarification, and suggested changes from Vendors due:	February 20, 2017
.3 CVAD’s written response to questions, requests for clarifications, and suggested changes:	February 24, 2017
.4 Proposals Due:	March 17, 2017
.6 Anticipated Date to issue Notices of Intent to Award:	March 31, 2017
.7 Anticipated Date to execute contracts:	April 21, 2017

2.6 Questions and requests for clarification

Vendors may submit written questions and requests for clarifications about the RFP to the Issuing Officer before the date and time identified in § 2.5 of the RFP. CVAD will not accept oral questions. If the questions or requests for clarifications pertain to a specific section of the RFP, Vendors must identify the page and section number or numbers. CVAD will post written responses to questions or requests for clarifications received from Vendors on or before the date listed in § 2.5 by posting the responses on CVAD's website. CVAD's written responses will be part of the RFP. CVAD assumes no responsibility for oral representations made by its officers or employees.

2.7 Amendments to the RFP

CVAD reserves the right to amend the RFP at any time using an addendum. CVAD will post all amendments to the RFP to its website. Each Vendor must acknowledge receipt of all addenda in its Proposal. If CVAD issues an addendum after the due date for receipt of Proposals, CVAD may, in its sole discretion, allow Vendors to amend their Proposals in response to the addendum.

2.8 Amendment or withdrawal of proposal

A Vendor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Vendor, and received by the time set for the receipt of Proposals. Vendors must notify the Issuing Officer in writing before the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of proposals

CVAD must receive the Proposal at the e-mail addresses listed below before the "Proposals Due" date listed in § 2.5 of the RFP.

This is a mandatory requirement. CVAD will not waive this requirement. CVAD will reject any Proposal received after this deadline and will return the Proposal unopened to the Vendor.

Vendors must submit PDF copies of their Technical and Cost Proposals to the e-mail addresses identified below. The subject line of each email must identify the RFP by

name and number and must also identify if the email attaches a Technical Proposal or Cost Proposal. CVAD will not accept paper or faxed Proposals. Each Vendor must ensure that CVAD receives the Proposal before the deadline.

A Vendor must submit a PDF copy of its Technical Proposal to the Issuing Officer at the following e-mail address:

Robert.Hamill@iowa.gov

with the RFP number in the subject line. A Vendor must submit a PDF copy of its Cost Proposal to the following e-mail address:

Robert.hamill@iowa.gov

2.10 Completeness of proposals

Vendors must furnish all information necessary to enable CVAD to evaluate the Proposal. CVAD will disqualify Proposals that fail to meet the mandatory requirements of the RFP. Nor will it consider oral information provided by the Vendor as part of the Vendor's Proposal unless it is reduced to writing.

2.11 Proposal opening

CVAD will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and CVAD has announced a notice of intent to award a contract. See Iowa Code § 72.3. CVAD will make the names of the Vendors who submitted timely Proposals publicly available after the Proposal opening. But the announcement of Vendors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.12 Cost of preparing proposal

Each Vendor is solely responsible for the costs to prepare and deliver its Proposal.

2.13 Rejection of proposals

At any time before the execution of a written contract, CVAD reserves the right to reject any Proposal received in response to this RFP and reserves the right to cancel this RFP. Issuance of this RFP does not constitute a commitment by CVAD to enter into a contract.

2.14 Disqualification

CVAD may reject outright and not evaluate Proposals for any one or more of the following reasons:

- 2.14.1 The Vendor fails to deliver the Technical or Cost Proposals, or both, to the designated e-mail addresses by the deadline established in this RFP.
- 2.14.2 The Vendor acknowledges that it cannot meet a requirement of the RFP.
- 2.14.3 The Vendor's Proposal materially changes a requirement of the RFP or the Proposal does not comply with the requirements of the RFP.
- 2.14.4 The Vendor's Proposal limits the rights of CVAD.
- 2.14.5 The Vendor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 2.14.6 The Vendor fails to respond timely to CVAD's request for information, documents, or references.
- 2.14.7 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.
- 2.14.8 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.14.9 The Vendor initiates unauthorized contact regarding the RFP with State employees, other than the Issuing Officer.

2.14.10 The Vendor provides misleading or inaccurate responses.

2.14.11 There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by CVAD from other sources) to satisfy the CVAD that the Vendor is a Responsible Vendor.

2.15 Nonmaterial variances

CVAD reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in CVAD's judgment, it is in the State's best interest to do so. Nonmaterial variances include minor failures to comply (a) that do not affect overall responsiveness, (b) that are merely a matter of form or format, (c) that do not change the relative standing or otherwise prejudice other Vendors, (d) that do not change the meaning or scope of the RFP, or (e) that do not reflect a material change in the requirements of the RFP. If CVAD waives or permits cure of nonmaterial variances, the waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of CVAD.

2.16 Reference checks

CVAD reserves the right to contact any reference submitted by a Vendor to evaluate the Proposal, to discuss the Vendor's qualifications, or to discuss the qualifications of any subcontractor identified in the Proposal.

2.17 Information from other sources

CVAD reserves the right to obtain and consider information from other sources concerning a Vendor, such as persons who are knowledgeable about the Vendor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Vendor's financial stability, past or pending litigation, and publicly available information.

2.18 Verification of proposal contents

CVAD may verify the content of a Proposal submitted by a Vendor. If CVAD determines in its sole discretion that the content of a Proposal is in any way misleading or inaccurate, CVAD may reject the Proposal.

2.19 Proposal clarification process

CVAD reserves the right to contact a Vendor in writing after the submission of Proposals for the purpose of clarifying a Proposal. CVAD will not consider information received from a Vendor if the information materially alters the content of the Proposal or the type of goods or services, or both, the Vendor is offering to CVAD. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. CVAD may reject a Proposal that fails to comply with requests for additional information.

2.20 Disposition of proposals

All Proposals will become the property of the State and will not be returned to the Vendor, except if CVAD rejects all Proposals before issuing a notice of intent to award. Once CVAD issues a notice of intent to award the contract, the contents of all Proposals will be in the public domain and be open to inspection, except for information for which a Vendor properly requests confidential treatment or subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.21 Public records and requests for confidential treatment

CVAD may treat all information submitted by a Vendor as public records unless the Vendor properly requests that specific parts of the Proposal be treated as confidential when it submits its Proposal. CVAD's release of public records is governed by Iowa Code chapter 22. Vendors should familiarize themselves with chapter 22 before submitting a Proposal. CVAD will copy and produce public records as required to comply with chapter 22 or other applicable law.

A Vendor must include any request for confidential treatment of specific information in the transmittal letter that must accompany a Vendor's Proposal. In addition, the Vendor must identify the specific grounds in Iowa Code chapter 22 or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. But CVAD will not consider pricing information as confidential information. The request for confidential treatment of information must also include the name, address, email address, and telephone number of the person authorized by the Vendor to respond to any inquiries by CVAD concerning the confidential status of the materials.

If the Vendor is seeking confidential treatment of any information contained in a Proposal, the Vendor must conspicuously mark the Proposal on the outside that it contains confidential information, and each page upon which confidential information appears must be conspicuously marked that it contains confidential information.

Failure to properly identify specific confidential information will relieve CVAD or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way accidentally released. If Vendor identifies its entire Proposal as confidential, CVAD may reject the Proposal as non-responsive.

If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Proposal from which the confidential information has been excised as required by § 3.1.4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If CVAD receives a request for information that includes information a Vendor has marked as confidential, CVAD will notify the Vendor five calendar days before releasing the information to allow the Vendor to seek injunctive relief under Iowa Code § 22.8. CVAD will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law. CVAD will treat a Vendor's failure to request confidential treatment of material under this section as a waiver of any right to confidentiality the Vendor may have had.

2.22 Copyright permission

By submitting a Proposal, the Vendor agrees that CVAD may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third party. In addition, by submitting a Proposal, the Vendor agrees that CVAD will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.23 Release of claims

By submitting a Proposal, the Vendor agrees that it will not bring any claim or cause of action against CVAD based on any misunderstanding concerning the information provided in this RFP or concerning CVAD's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.24 Presentations

The Evaluation Committee may, at its sole discretion, require one or more Vendors to make a presentation that demonstrates the products and services sought by this RFP as well as answering questions by the Evaluation Committee. The Evaluation Committee may elect for the presentations be done in person or by use of a virtual meeting tool such as GoToMeeting. During the presentation, a Vendor may demonstrate the product and services and answers question, but it cannot materially change its Proposal.

2.25 Evaluation of proposals

An Evaluation Committee will review Proposals that are timely submitted and are not rejected under § 2.13 or disqualified under § 2.14. The Evaluation Committee will recommend the successful Vendor or Vendors to the Chief of Staff of the Iowa Attorney General's Office, who can either accept or reject any recommended Vendor. The Chief of Staff's decision is final. CVAD will not necessarily award a contract resulting from this RFP to a Vendor offering the lowest cost. Instead, CVAD will award the contract or contracts to Vendor whose Responsive Proposal CVAD believes will provide the best value to CVAD and the State.

2.26 Notice of award and acceptance period

After the Chief of Staff selects the Vendor, CVAD will send a notice of intent to award the contract or contracts to all Vendors who submitted timely Proposals. In addition, CVAD may post the notice on its website. A notice of intent to award does not constitute the formation of a contract between CVAD and the apparent successful Vendor or Vendors. Negotiation and execution of the contract or contracts must be completed no later than 90 days from the date of the notice of intent to award or such other time as designated by CVAD. If a successful Vendor fails to negotiate and deliver an executed contract by that date, CVAD, in its sole discretion, may cancel the award

and award the contract to another Vendor that CVAD believes will provide the best value to CVAD and the State.

2.27 No contract rights until a contract is signed

No Vendor will acquire any legal or equitable rights regarding the contract being negotiated until the contract has been fully executed by the successful Vendor and CVAD.

2.28 Choice of law and forum

The laws of the State of Iowa will govern this RFP and the contract that results from this process. Changes in applicable laws and rules may affect the award process or the final contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. All litigation or actions commenced in connection with this RFP must be brought in the appropriate Iowa forum.

2.29 Restrictions on gifts and activities

Iowa Code chapter 68B restricts gifts that may be given or received by State employees, and requires certain individuals to disclose information concerning their activities with State government. Vendors must determine whether chapter 68B applies to their activities and must comply with the chapter's requirements. In addition, under Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Appeals

If a Vendor who submitted a timely Proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal detailing the factual and legal basis for the challenge within five calendar days of the notice of intent to award. The Issuing Officer, or her designee, must submit a written response to the Vendor's written appeal within five business days after receipt of the appeal. If a Vendor appeals an award decision, the Attorney General or his designee will decide the appeal based on the parties' written submissions and oral presentations. During oral presentations, the parties will be unable to present any other evidence or call any witnesses to testify. The oral presentations may be held by telephone conference call within seven business days after the Issuing Officer's response to the written appeal. The Attorney General or his designee will issue a written decision within seven business days of the oral argument.

Section 3 Form and Content of Proposals

3. Form and content of proposals

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. CVAD may reject any Proposal that fails to adhere to these instructions.

3.1.1 The Proposal must be typewritten and printable on 8.5" x 11" paper and submitted as PDF documents.

3.1.2 The Proposal must be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. Both the Technical Proposal and the Cost Proposal must be submitted to the e-mail addresses identified in § 2.9 of the RFP. The first page of both the Technical and Cost Proposals must be labeled with the following information:

Response to RFP: Sexual Assault Kit Testing

Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

[Vendor's Name and Address]

CVAD is not responsible for misdirected e-mails or premature opening of Proposals if a Proposal is not properly labeled or not sent to the designated email addresses.

3.1.3 The Proposal must be timely submitted to the designated email addresses.

3.1.4 If the Vendor designates any information in its Proposal as confidential as permitted by § 2.21 of the RFP, the Vendor must also submit a PDF copy of the Proposal from which confidential information has been excised as provided in § 2.21.

3.1.5 Proposals must not contain promotional or display materials.

3.1.6 Attachments must be referenced in the Proposal.

3.2 **Technical proposal**

The Technical Proposal must include the following documents and responses in the order given below:

3.2.1 **Transmittal letter**

An individual authorized to legally bind the Vendor must sign the transmittal letter. The transmittal letter must include the Vendor's mailing address, email address, and telephone number. It must also include any request for confidential treatment of information under § 2.21 of the RFP.

3.2.2 **Background information**

The Vendor must provide the following general background information:

- .1 Name, address, telephone number, and email address of the Vendor including all d/b/a's, assumed, or other operating names of the Vendor.
- .2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- .3 State of incorporation, state of formation, or state of organization.
- .4 Name, address, email address, and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.

.5 The successful Vendor will be required to register to do business in Iowa. If already Vendor is registered, provide the date of the Vendor's registration to do business in Iowa and the name of the Vendor's registered agent.

3.2.3 Experience

The Vendor must provide the number of years it has been in business.

3.2.4 Termination, debarment, litigation, and investigation

The Vendor must indicate whether any of the following conditions are applicable to the Vendor—or a holding company, parent company, subsidiary, or intermediary company of the Vendor—during the past five years. If any of the following conditions apply, the Vendor must provide the information identified below. If none of these conditions is applicable to the Vendor, the Vendor must so indicate.

.1 List any contract for services that the Vendor has had that was terminated for convenience, non-performance, non-allocation of funds, or any other reason for which termination occurred before completion of all obligations under the contract provisions.

.2 List any occurrences where the Vendor has either been subject to default or has received notice of default or failure to perform on a contract. Provide complete details related to the default or notice of default including the other party's name, address, telephone number, and email address.

.3 List any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the Vendor to engage in any business, practice, or activity.

.4 List any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder under any of its existing or past contracts as it relates to services performed that are similar to the services sought by this RFP. Include the estimated cost of that incident to the Vendor with the details of the occurrence.

.5 List and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters related to similar services sought by the RFP.

3.2.5 Technical requirements

The Vendor must answer whether or not it will comply with each requirement in § 4.4 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Vendor must explain how it will comply with each requirement in § 4.4. CVAD may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. CVAD may reject any proposal (1) that deviates from the RFP's requirements or (2) that fails to satisfy any requirement of the RFP.

3.2.6 Acceptance of terms and conditions

The Vendor must specifically agree that the Proposal is predicated upon the acceptance of all contractual terms and conditions stated in § 6 of the RFP. If the Vendor objects to any term or condition, the Vendor must specifically refer to the RFP page and section and provide the reason for the objection. It must also provide language that it suggests be used. The CVAD may reject a Proposal where any objection or response materially alters the RFP.

3.2.7 Certification letter

The Vendor must sign and submit the Certification Letter, which is attached to this RFP as Attachment # 1.

3.2.8 Authorization to release information

The Vendor must sign and submit the Authorization to Release Information Letter, which is attached this RFP as Attachment # 2.

3.2.9 Firm proposal terms

The Vendor must guarantee in writing the availability of the goods or services, or both, offered and that all Proposal terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Proposals.

3.3 Cost proposal

The Vendor must provide its cost for providing the services sought by this RFP. A Cost Proposal Form is attached to this RFP as Attachment # 4.

Section 4 Specifications and Technical Requirements

4. Specifications and Technical Requirements

4.1 Overview

The successful Vendors will provide the services to CVAD in accordance with the technical specifications defined in this section. Each Vendor must address each requirement in this section and explain how it will comply with each requirement. Proposals must be fully responsive to each requirement. CVAD may reject any Proposal that merely repeats the requirements as non-responsive. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. CVAD may reject any Proposal that deviates from the requirements of Section 4 or any requirement of Section that the Vendor cannot satisfy.

4.2 Summary of the scope of the work

CVAD anticipates that the successful contractors will be assigned to analyze SAKs as determined by the Iowa SAKI work group. CVAD does not guarantee a minimum amount of SAKs will be assigned to analyze.

4.3 Qualified Private Laboratory

4.3.1 To submit a Proposal in response to this RFP, a Vendor must be a Qualified Private Laboratory. A Qualified Private Laboratory must meet all of the following qualifications:

- .1 The laboratory must participate in an external proficiency-testing program from a proficiency test provider that has been approved by the ANSI-ASQ National Accreditation Board (ANAB).
- .2 Contractor's analysts performing DNA analyses must undergo semiannual (minimum of two tests per calendar year), external proficiency testing by a proficiency testing program that meets the standards issued under the FBI's Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories.

.3 The laboratory must perform the work the DNA analyses on ThermoFisher Scientific/Life Technologies: Quantifiler Trio, GlobalFiler, 3500, and data analysis on GeneMapper ID-X, all of which must have been validated in Contractor's laboratory for forensic casework.

.4 The laboratory must be accredited by the American Society of Crime Laboratory Directors/Laboratory Accreditation or Forensic Quality Services.

4.3.2 Contractor must perform the requested DNA analyses to satisfy or exceed current standards for a quality assurance program for DNA analysis, issued by the Director of the FBI pursuant to the DNA Identification Act of 1994, entitled "Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories."

4.4 **Technical specifications**

All items listed below are Technical Specifications that will be evaluated and scored by the Evaluation Committee as required by section 5.

4.4.1 Vendor must state that it is able to perform all of the services identified in the Technical Specifications that are attached as Attachment 5. Vendor's Proposal must state that it will be able to perform each element in the Technical Specifications.

4.4.2 Vendor must state its estimate capacity to test the untested or unsubmitted SAKs from May 2017 to September 30, 2018.

4.5 **Cost**

The Vendor must provide the following information in its Cost Proposal. It must provide a lump sum amount to provide the following:

4.5.1 Each Y-screen negative test

4.5.2 Each Y-screen positive test

4.5.3 Each Y-screen positive test for expedited SAKs

4.5.4 Each Secondary Y-screen and STR analysis for secondary evidence

Attachment # 4 is the cost form that Vendors must use when submitting its Cost Proposal.

Section 5 Evaluation and Selection

5. Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that CVAD will use to determine which Proposal or Proposals provides the greatest benefit to CVAD and the State. CVAD will not necessarily award any contract resulting from this RFP to the Vendor offering the lowest cost to CVAD. Instead, CVAD will award contracts to the Vendors whose Responsive Proposals CVAD believes will provide the best value to CVAD and the State. In fact, CVAD anticipates awarding contracts to Vendors to provide the services sought by this RFP.

5.2 Evaluation committee

CVAD will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. It will use an Evaluation Committee to review and evaluate the Proposals.

5.3 Evaluation of proposals

The Evaluation Committee will evaluate each Proposal to determine (a) if the Vendor is a Qualified Private Laboratory; (b) if the Vendor is able to comply with the technical requirements; (c) the costs of providing the services; and (d) if the Proposal is in the best interests of the State of Iowa.

The Evaluation Committee will recommend that contracts be awarded to each Vendor who satisfies these requirements.

Section 6 Contractual Terms and Conditions

6. Contractual Terms and Conditions

The contract that CVAD expects to award as a result of this RFP is included as Attachment 3.

Attachment 3 is subject to change, modification, or supplementation by CVAD. Attachment 3 is provided to enable Vendors to better evaluate the costs associated with the RFP. Vendor must include all costs associated with complying with these requirements in its cost proposal.

By submitting a Proposal, a Vendor acknowledges that it accepts the RFP's specifications and Attachment 3 except as expressly stated in its Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific contract language it proposes to include in place of the provision. CVAD may, in its sole discretion, reject any Proposal in which exceptions materially change the contract terms and conditions found in Attachment 3 or the requirements of the RFP.

CVAD reserves the right to either award a contract or contracts without further negotiation with the successful Vendor or to negotiate contract terms with the successful Vendor if the best interests of the State would be served.

**Attachment # 1
Certification Letter**

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

Re: Sexual Assault Kit Testing
RFP No. 2017-01
PROPOSAL CERTIFICATIONS

Dear Mr. Hamill:

I certify that the contents of the Proposal submitted on behalf of **[Name of Vendor]** (“Vendor”) in response to the Iowa Department’s for Request for Proposal Number 2016-01 for Sexual Assault Kit Testing (“RFP”) are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Vendor expressly authorized to make the following certifications on behalf of Vendor. By submitting a Proposal in response to the RFP, I certify on behalf of Vendor that:

1. Vendor has developed the Proposal independently, without consultation, communication, or agreement with any employee or consultant to CVAD, or with any person serving as a member of the evaluation committee.

2. Vendor has developed the Proposal independently, without consultation, communication, or agreement with any other contractor or parties for the purpose of restricting competition.

3. Unless otherwise required by law, Vendor has not and will not knowingly disclose, directly or indirectly, information found in the Proposal before CVAD’s issuance of the Notice of Intent to Award the contract.

4. Vendor has not attempted to induce any other Vendor to submit or not to submit a Proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between Vendor and CVAD or any other State of Iowa entity that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Vendor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal agency or State agency; (b) have, within a three year period preceding this Proposal, been convicted of, or had a civil judgment rendered against them for: commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which CVAD has relied upon when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available, CVAD may pursue available remedies including debarment of the Vendor, or suspension or termination of the contract.

Vendor also acknowledges that CVAD may declare the Vendor's Proposal or resulting contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in CVAD or its representative filing for damages for breach of contract in addition to other remedies available to CVAD.

Sincerely,

[Name and Title]

Attachment # 2
Authorization to Release Information Letter

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
315 E. 12th Street
Des Moines, Iowa 50319

Re: Sexual Assault Kit Testing
RFP No. 2017-01
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Hamill:

[Name of Vendor] ("Vendor") hereby authorizes the Iowa Department of Justice, Crime Victim Assistance Division ("CVAD") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number 2016-01 ("RFP").

Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. Vendor is willing to take that risk.

Vendor hereby releases, acquits and forever discharges the State of Iowa, CVAD, their officers, directors, employees and agents from all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Vendor that it may have or ever claim to have relating to information, data, opinions, and references obtained by CVAD or the Evaluation Committee in the evaluation and selection of a successful Vendor in response to the RFP.

Vendor authorizes representatives of CVAD and the Evaluation Committee to contact any of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the Vendor's Proposal submitted in response to the RFP.

Vendor further authorizes all persons, entities to provide information, data, and opinions about Vendor's performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Vendor's Proposal. Vendor hereby releases, acquits, and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Vendor that it may have or ever claim to have relating to information, data, opinions, and references supplied to CVAD or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Vendor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3
Contract Terms and Conditions

SEXUAL ABUSE KIT TESTING SERVICES CONTRACT

This Sexual Abuse Kit Testing Services Contract is dated _____, 2017, between the Iowa Department of Justice, Crime Victim Assistance Division (“CVAD”), a department of the State of Iowa created by chapter 12 of the Iowa Code, and _____ (“Contractor”), _____. The parties agree as follows.

1. **Purpose.** The parties are entering into this contract for Contractor to provide sexual abuse kit testing services.
2. **Incorporation of documents.**
 - 2.1 **Incorporation of bidding documents.** This contract incorporates
 - 2.1.1 Sexual Abuse Kit Testing Request for Proposal, RFP No. 2017-01 (“RFP”); and
 - 2.1.2 Contractor’s proposal in response to the RFP.
 - 2.2 **Resolution of inconsistencies or conflicts in bidding documents.** If there is any inconsistency or conflict between the specific provisions of this contract, the RFP, and Contractor’s response to the RFP, the parties agree that any such inconsistency or conflict will be resolved as follows: (1) by giving preference to the specific provisions of this contract; (2) by giving preference to specific provisions of the RFP; and (3) by giving preference to specific provisions of Contractor’s response to the RFP. This contract’s failure to refer to specific terms of the RFP or Contractor’s response to the RFP does not create a conflict with this contract and does not relieve Contractor of the contractual obligations imposed by the RFP or Contractor’s response to the RFP. Terms offered in Contractor’s proposal that exceed the RFP’s requirements do not create an inconsistency or conflict with the request for proposal or this contract. Nor can Contractor’s response to the RFP impose or imply any contractual obligation on CVAD.
3. **Scope of services.**

Contractor will perform the services identified in Exhibit A, Scope of Work.

4. **Compensation.**

4.1 **Compensation.** CVAD will pay Contractor for work it performs under this contract as follows:

4.1.1 Each Y-screen negative test: \$ _____

4.1.2 Each Y-screen positive test: \$ _____

4.1.3 Each Y-screen positive test for expedited testing: \$ _____

4.1.4 Each secondary Y-screen and STR analysis for secondary evidence: \$ _____

4.2 **Payment for testimony in legal proceedings.** Contractor understands and agrees that it will be paid for the costs associated with testifying in legal proceedings by the jurisdiction that requests Contractor's employee to testify, not by CVAD.

4.3 **Invoices and supporting documentation.** Contractor must submit, on a monthly basis, an invoice to CVAD for services Contractor has performed under this contract. All invoices and all required documents must comply with all applicable rules concerning the payment of these claims.

4.4 **Payment of invoices.** CVAD will review each invoice for compliance with this contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by applicable law.

4.5 **Services identified in invoices are within the scope of services.** By submitting an invoice, Contractor states that the services identified in the invoice are within the scope of services described in paragraph 3 of this contract.

4.6 **Setoff.** The payments identified in paragraph 4.1 may be subject to setoff under Iowa Code § 8A.504. If all or a portion of those payments is subject to setoff, Contractor agrees that CVAD has made the payment required by paragraph 4.1. Nothing in this contract affects Contractor's ability to challenge the setoff as permitted by Iowa Code § 8A.504.

4.7 **Withholding payments.** Despite anything to the contrary in this contract, CVAD may withhold any payment to Contractor if Contractor fails to comply with this contract, including any problems identified during CVAD's monitoring of Contractor's performance.

4.8 **Payment is no waiver.** By making any payments under this contract, CVAD does not waive its ability to challenge any payment for failing to comply with this contract later.

5. **Contractor's qualifications.**

5.1 Contractor states that its laboratory participates in an external proficiency-testing program from a proficiency test provider that has been approved by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB).

5.1.1 The laboratory must document successful completion of the proficiency tests communicated to the ASCLD/LAB Board to document compliance with this accreditation requirement.

5.1.2 The documentation must include the name of the analyst being tested, the date of the proficiency report, the proficiency test provider, and result (satisfactory completion or unsatisfactory completion).

5.1.3 In the event of an unsatisfactory performance, Contractor must document the type of error, the corrective action, and immediately notify DCI DNA Technical Leader to receive further instruction.

5.2 Contractor states that its analysts performing DNA analyses undergo semiannual (minimum of two tests per calendar year), external proficiency testing by a proficiency testing program that meets the standards issued under the FBI's Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories.

5.3 Contractor states that its laboratory will perform the work under this contract on ThermoFisher Scientific/Life Technologies: Quantifiler Trio, GlobalFiler, 3500, and data analysis on GeneMapper ID-X, all of which must have been validated in its laboratory for forensic casework.

5.4 Contractor states that its laboratory is accredited by the American Society of Crime Laboratory Directors/Laboratory Accreditation and/or Forensic Quality Services.

5.5 Contractor states that its performance of the requested DNA analyses will satisfy or exceed current standards for a quality assurance program for DNA analysis, issued by the Director of the FBI pursuant to the DNA Identification Act of 1994, entitled "Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories."

5.6 Contractor must promptly notify CVAD if any of the statements become no longer true during the term of the contract.

5.7 If any of these statements are untrue or become untrue, Contractor agrees that this constitutes a material breach of the contract and that CVAD may immediately terminate the contract.

6. **Control of staff.**

6.1 All staff provided by Contractor under this contract will be under Contractor's direct control and supervision.

6.2 Contractor is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If CVAD believes that any of Contractor's staff fails to perform duties in a manner that is consistent with this contract, CVAD will notify Contractor. Contractor will then investigate and, if appropriate, discipline, or reassign the staff. CVAD lacks any authority to discipline or reassign Contractor's staff, except that CVAD has the authority to demand that a particular staff member not be assigned to provide services under this contract.

6.3 **Insurance, benefits, and compensation.** Contractor must provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and must make and remit all payroll withholdings with respect to the staff, all as required by law. CVAD will have no liability whatsoever for any of those employment costs. Contractor must provide CVAD with evidence of the payment of compliance with this paragraph when requested by CVAD.

6.4 **Independent contractor.** Contractor is an independent contractor. CVAD will not provide Contractor with any office space, support staff, equipment, or tools. Contractor

and its staff are ineligible for any State of Iowa employee benefits, including but not limited to, retirement benefits, insurance coverage, and the like. Contractor and its staff are not employees of the State of Iowa or CVAD for federal or state tax purposes. CVAD will not withhold taxes on behalf of Contractor, unless required to do so by law. Contractor is solely responsible for payment of all taxes in connection with any income earned from performing this contract.

7. Term.

7.1 Initial term. The initial term of this contract is from _____, 2017, through _____, 20____, unless the contract is terminated earlier in accordance with this contract.

7.2 Renewal terms. The CVAD may renew this contract for _____ additional ____-year terms.

8. Termination.

8.1 Immediate termination by CVAD. CVAD may immediately terminate this contract when one or more of the following events occurs:

8.1.1 Contractor fails to comply with any provision of this contract that provides for immediate termination; or

8.1.2 CVAD determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

8.2 Termination on notice by CVAD. Following 30 days' written notice, CVAD may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Contractor. Following termination upon notice, CVAD will pay Contractor, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

8.3 Termination for cause by CVAD. CVAD may declare Contractor to be in default of its obligations under this contract when any of the following events occurs:

8.3.1 Contractor fails to observe and perform any covenant, condition or obligation created by the contract;

8.3.2 Contractor fails to make substantial and timely progress toward performance of the contract;

8.3.3 Contractor's work product and services fail to conform with the requirements of this contract; or

8.3.4 Contractor's work product or services infringe on any patent, trademark, copyright, trade dress, or any other intellectual property right.

8.4 **Notice of default.** If there is a default event that Contractor can cure, CVAD must provide written notice to Contractor requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, CVAD may:

8.4.1 immediately terminate the contract without additional written notice; or

8.4.2 enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, CVAD may seek damages due to the breach or failure to comply with the terms of the contract.

8.5 **Termination by CVAD due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, CVAD may terminate this contract without penalty by giving 60 days' written notice to Contractor if any of the following occurs:

8.5.1 the legislature or governor fails to appropriate funds sufficient to allow CVAD to operate as required and to fulfill its obligations under this contract;

8.5.2 if funds are de-appropriated or not allocated;

8.5.3 if the federal government reduces or eliminates any federal grant that funds all or a portion of the services provided under this contract;

8.5.4 if CVAD's authorization to operate is withdrawn or there a material alteration in the programs administered by CVAD;

8.5.5 if CVAD's duties are substantially modified.

8.6 Contractor's remedies if CVAD terminates the contract due to lack of funds or change in law. If CVAD terminates this contract due to lack of funds or change in law as provided above, Contractor's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

8.7 Contractor's duties on termination. When Contractor receives CVAD's notice of termination for any reason allowed under this contract, Contractor must:

8.7.1 cease all work under this contract except any work that CVAD directs Contractor to perform;

8.7.2 comply with CVAD's instructions for the timely transfer of any active files and related work product; and

8.7.3 cooperate in good faith with CVAD during the transition period between the notification of termination and the substitution of any replacement contractor.

8.8 Set off. Should CVAD obtain a money judgment against Contractor because of a default under this contract, Contractor consents to such judgment being set off from moneys owed Contractor by the State of Iowa or any other agency of the State of Iowa under any other contract.

9. Indemnification.

9.1 Contractor's indemnification of CVAD. Contractor must indemnify the State of Iowa and CVAD from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

9.1.1 Contractor's negligent acts or omissions;

9.1.2 Contractor's performance or attempted performance of this contract;

9.1.3 Contractor's failure to comply with all local, state and federal laws and regulations; or

9.1.4 Contractor's failure to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Contractor to conduct business in the State of Iowa.

9.2 **Survives termination.** All indemnification obligations imposed by this paragraph survive the termination of this contract.

10. **Insurance.**

6.1 **Contractor's insurance requirements.** Contractor must maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this contract. Contractor's insurance must, among other things, insure against any loss or damage resulting from Contractor's performance of this contract. These insurance policies must remain in full force and effect for the entire life of this contract and must not be canceled except after 30 days' written notice to CVAD.

6.2 **Amount of insurance required.** Unless otherwise requested by CVAD, Contractor must, at its sole cost, cause to be issued and maintained during the entire term of this contract not less than the insurance coverages identified below. Each insurance policy must name the State of Iowa and CVAD as additional insureds or loss payees, as applicable:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	Combined Single Limit	\$1Million
	Umbrella coverage	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
	Umbrella	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

TYPE OF INSURANCE	LIMIT	AMOUNT
Professional Liability Insurance	Aggregate	\$ 2 Million
	Per Claim	\$ 1 Million

6.3 **Claims provisions.** All insurance policies required by this contract must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

6.4 **Certificates of coverage.** Contractor must submit the certificates of insurance described above to CVAD within 30 days after the contract’s effective date. The certificates must state that the insurer cannot cancel the insurance without giving CVAD at least 30 days prior written notice.

6.5 **No limitation of liability.** CVAD’s acceptance of the insurance certificates does not relieve Contractor of any obligation imposed by this contract. Only companies authorized to transact business in the State of Iowa may issue the insurance policies and certificates required by this contract. Contractor is responsible to maintain the required insurance policies current and without lapse in coverage during the term of this contract.

7. **Confidential information.**

7.1 **Access to confidential information.** When performing its responsibilities under this contract, Contractor and its employees, agents, and subcontractors may have access to confidential information. Contractor must designate one individual who will be responsible for all confidential information collected, used, or disseminated by Contractor when performing this contract. Contractor must also supervise and train its employees, agents, and subcontractors to ensure compliance with confidentiality requirements.

7.2 **DNA profile results.** Contractor acknowledges that DNA profile results are confidential information under state and federal law

7.3 **No dissemination of confidential information.** Contractor must not disseminate any confidential information collected, maintained, or used when performing its obligations under this contract except as authorized by law, this contract, or CVAD, either during the term of this contract or thereafter. Contractor must promptly return to

CVAD any data collected, maintained, created, provided, or used in the course of the performance of the contract, in whatever form it is maintained, at CVAD's request.

7.4 **Subpoena.** If a subpoena or other legal process is served upon Contractor for records containing confidential information, Contractor must promptly notify CVAD and cooperate with CVAD in any lawful effort to protect the confidential information.

7.5 **Reporting of unauthorized disclosure.** Contractor must promptly report to CVAD any unauthorized disclosure of confidential information.

7.6 **Survives termination.** Contractor's obligation to maintain the confidentiality of confidential information survives termination of this contract.

11. **Fiscal procedures.**

11.1 **Contractor's accounting system.** Contractor represents that its accounting system is adequate to comply with this contract.

11.2 **Audit exceptions.** If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, Contractor must refund the reimbursement if the audit exception is due to the Contractor's error. If the audit exception is due solely to the CVAD's error, the CVAD is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

12. **Contract administration.**

12.1 **Compliance with laws.** Contractor must comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this contract. Contractor represents that it has complied with all federal, state, and local laws regarding any business permits and licenses that may be required to carry out the work to be performed under this contract.

12.2 **Amendments.** No supplement, modification, or amendment of this contract will be binding unless it is in writing and signed by both parties.

12.3 **Third parties.** This contract has no third-party beneficiaries; it benefits only CVAD and Contractor.

12.4 **Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in Contractor constitutes an assignment.

12.5 **Choice of law and forum.** Iowa law governs this contract without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Polk County District Court, Des Moines, Iowa.

12.6 **Representations.** Each party represents to the other that:

12.6.1 It has the right, power, and authority to enter into and perform its obligations under this contract.

12.6.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of this contract.

12.6.3 This contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

12.7 **Integration.** This contract constitutes the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this contract.

12.8 **Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or be binding on another party to this contract.

12.9 **Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified term or until terminated or canceled under this contract. All obligations of the parties incurred or existing under this contract as of the expiration, termination, or cancellation will survive the termination or cancellation of this contract.

12.16 **Successors in interest.** This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

12.17 **Record retention and access.** Contractor must maintain books, records, and documents that sufficiently and properly document and calculate all charges billed to CVAD throughout the term of this contract for a period of at least 5 years following the date of final payment or completion of any required audit, whichever is later. Contractor must permit the Auditor of the State of Iowa or any authorized representative of the State of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Contractor must not impose a charge for audit or examination of Contractor's books and records.

The parties are signing this contract on the date stated in the introductory paragraph.

IOWA DEPARTMENT OF JUSTICE, CRIME VICTIM ASSISTANCE DIVISION

By: _____
Janelle Melohn, Director

Approved as to legal form and content:

Grant K. Dugdale, Assistant Attorney General

CONTRACTOR NAME

By: _____

Exhibit A

Sexual Assault Kit Testing Services Contract: Scope of Work

1. Contractor's basic services

- 1.1 Contractor agrees to receive SAKs in predetermined batches.
- 1.2 Contractor will complete DNA analysis on one batch of SAKs and provide a complete case file to the technically reviewing laboratory within 60 days.
- 1.3 Contractor will receive the completed case file back from the technical reviewer, complete any changes, additions, or corrections and provide the final report and case file to DCI within 30 additional days.
- 1.4 Total batch turnaround from the time the Contractor receives the batch of SAKs to issuance of the final report for each SAK in the batch will be 90 days.
- 1.5 CVAD anticipates that the first 200-250 SAKs will be of a higher priority than the remaining SAKs to be tested under this contract. Contractor agrees that it will complete DNA analysis on these batches and that it will submit those analyses to the reviewing laboratory within 20 days and finalized and to CVAD within 35 days.
- 1.6 Contractor must inventory the contents of each SAK and include that inventory in their case file. This inventory must include the Patient Information form (Step 1) in the SAK.
- 1.7 Contractor must carry out the Y-screening in a manner pre-approved by DCI DNA Technical Leader.
- 1.8 Contractor must carry out the Short Tandem Repeat ("STR") DNA testing in a manner pre-approved by DCI DNA Technical Leader.
- 1.9 Contractor must prepare a case report for each SAK. The analytical testing and report must meet the minimum requirements that are found in the "Quality Assurance

Standards (QAS) for Forensic DNA Testing Laboratories Audit document published by the Federal Bureau of Investigation (“FBI”).

1.10 Contractor must determine whether a SAK has a Combined DNA Index System (“CODIS”) eligible DNA profile.

1.11 After completing testing on an SAK, Contractor must submit the entire case file and report must to an external reviewing laboratory designated by CVAD for technical review. Contractor must work directly with the technically reviewing laboratory to resolve any issues identified in the case report or case file. Contractor must then submit the report and entire case file to DCI crime laboratory.

1.12 In addition, the Contractor must send the final report to the jurisdictional police agency and appropriate County Attorney.

1.13 Contractor must complete the Excel spreadsheet for CVAD that captures the following metrics for each SAK: (1) the number of CODIS eligible profiles developed from each SAK; (2) the number of non-eligible CODIS profiles developed from each SAK; and (3) any additional metrics to be determined by DCI Crime Lab. CVAD will provide Contractor with the required Excel spreadsheet.

1.14 Contractor must provide expert witness services when required by a county attorney or by the court system. The County Attorney or other person requesting Contractor to provide expert witness services will pay Contractor for those services, not CVAD.

1.15 Contractor must also consider any secondary evidence found in a SAK as a separate submission and notify DCI DNA Technical Leader of this additional evidence. If CVAD or DCI determines that Contractor should test secondary evidence, then Contractor will perform those tests.

1.16 Contractor must allow DCI DNA Technical Leader to perform site visits as required by QAS Standard 17.

1.17 Contractor must process and analyze all samples in a secure, dedicated laboratory and in accordance with the QAS audit document.

1.18 Contractor must keep on file the details and results of the Contractor's process validation studies. Upon request of the DCI, Contractor must provide documentation that demonstrates that they have carried out appropriate and adequate validation of its analytical procedures and data interpretation protocols.

2. Chain of custody and sample handling.

2.1.1 Contractor must document the chain of custody for all samples to include sample receipt, as well as processing, typing and returning of the samples and SAK's to the jurisdictional police agency. Contractor must require a written or secure electronic transfer record for any exchange of samples between Contractor's personnel.

2.1.2 Contractor must maintain the Iowa SAKI Identification number within the laboratory report.

2.1.3 Samples must be handled and stored in a proper manner to prevent loss, cross transfer, contamination, or deleterious change.

2.1.4 SAKs will be submitted to the Contractor in batches.

2.1.5 Contractor must return any evidence and unused DNA extracts (in a dried down form for long term storage) not consumed during analysis with the associated case to the jurisdictional policy agency. Contractor must retain amplified DNA at its laboratory until appropriate quality assurance review of the batch of cases has been completed by the technically reviewing laboratory. After such review finds the data to be satisfactory, Contractor must destroy the amplified DNA.

2.1.6 Contractor must return all SAKs and associated samples sealed in their original containers to the jurisdictional police agency. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround (3 days). It is anticipated that SAKs will be returned to the jurisdictional police agency within 60 days of the date of issuing the final report unless otherwise agreed upon by DCI and Contractor. Contractor must provide a list of SAKs that is shipped back to each jurisdictional police agency that accompanies the shipment of SAKs. Contractor must also provide this list electronically to CVAD. Contractor

will assume all costs associated with shipping the SAK's and associated samples back to the jurisdictional police agency.

2.1.7 Contractor must not consume any sample during testing without prior written approval from DCI DNA Technical Leader or designee.

2.1.8 Contractor must inventory the contents of each SAK. A listing of the contents must be included in the final case file documentation provided by Contractor. This listing can be a part of the case notes in the case file for each SAK. The Patient Information sheet, which will most typically be "Step 1" in each SAK, must be a part of the final case file returned by the Contractor and must be provided to CVAD in PDF format for each SAK.

2.1.9 Contractor must provide Y-screen testing for up to ten samples per SAK, STR processing of one reference sample per SAK, and STR processing of up to three evidence samples per SAK as determined by the Y-screening results. Additional testing may be necessary for SAKs that have multiple suspects. Each additional sample processed for STR testing in excess of three evidence samples or one reference sample will be at an additional cost chargeable to CVAD.

2.1.10 The Y-screen testing must be performed with Quant Trio on an AB 7500 Real Time qPCR instrument. If the Y-screen results are negative on up to ten samples in the SAK, then the work on that SAK will be considered complete. If the Y-screen results are positive on at least one sample in the SAK, then that one (or up to three) evidence samples in that SAK must be taken forward for STR analysis. If the Y-screen results are negative on (up to) ten samples in the SAK but, additional untested samples remain in the SAK then the Contractor must consult with the DCI DNA Technical Leader for further instruction.

2.1.11 The following STR loci must be attempted to be developed from each sample processed for STR testing using the GlobalFiler amplification kit: D3S1358, vWA, D16S539, CSF1PO, TPOX, Y indel, Amelogenin, D8S1179, D21S11, D18S51, DYS391, D2S441, D19S433, THO1, FGA, D22S1045, D5S818, D13S317, D7S820, SE33, D10S1248, D1S1656, D12S391, and D2S1338 which collectively are the GlobalFiler loci. The DNA analysis of a sample must not be considered complete until an attempt to type for all 20 CODIS core loci and Amelogenin has been completed. STR analysis must be conducted on (up to) three evidence samples per SAK and one known reference sample per SAK.

2.1.12 Analysis of a specimen must not be considered complete until all reportable allele designations have been determined for all previously mentioned STR loci, using GeneMapper ID-X software.

2.1.13 Allele sizes (designations) must be determined with an appropriate internal lane standard and allelic ladder that contains all of the common alleles for that particular locus. For GlobalFiler the internal lane standard is GS600 LIZ.

2.1.14 Contractor must monitor analytical procedures by using the following appropriate controls and standards on each run:

- .1 007 Global Filer (or pre-approved alternate) is to be used as a positive amplification control.
- .2 A negative amplification control.
- .3 A reagent blank (sperm and epithelial) for each differential extraction batch.
- .4 Reagent blanks for each known reference extraction batch.
- .5 A reagent blank for each question (blood or touch DNA) extraction batch (if applicable).
- .6 Internal lane standard for each sample subjected to capillary electrophoresis.

2.1.15 Data analysis must be done using STR interpretation guidelines that meet or exceed the 2017~~0~~ SWGDAM interpretation guidelines as agreed upon by the Contractor and the DCI DNA Technical Leader.

2.1.16 All analysis sets (capillary electrophoresis runs) must be run on a ThermoFisher/Life Technologies 3500 capillary electrophoresis instrument(s) and must contain at least four allelic ladders.

2.1.17 All 007 (or pre-approved alternate) peaks and in-house extraction control peaks must be correctly labeled and identified.

2.1.18 No unexplainable allelic activity must be observed in the negative control or the reagent blanks.

2.1.19 Stutter peaks must not be in excess of ~~15%~~ 10% of a predetermined percentage of the peak height of the associated major peak. The predetermined stutter percentage will be based upon the validated and approved threshold determined during the Contractor's validation of the GlobalFiler amplification kit ~~data developed by the Contractor's laboratory~~. This scope of work will allow for a leeway of ~~15%~~ 10% above the predetermined stutter ratios. If the stutter percentage is not met in all loci on any DNA profile, then that sample must be rerun on the capillary electrophoresis instrument or reamplified.

2.1.20 The DNA profiles (.hid files) being produced by the Contractor must be downloaded to a suitable digital medium (DVD or uploaded to a secure FTP site) for transfer to the external technical reviewer. The profiles must be provided in such a format as to allow for direct uploading into the CODIS database. Additionally the profiles (electropherograms) must be provided in a format suitable for each sample to allow for manual entry into the CODIS database (hard copy or PDF format). Sample data that results in non-separable mixtures must not be included in this electronic file but rather be included in a separate file. After technical review the data must be forwarded separately to the DCI for final evaluation and entry into CODIS.

2.1.21 The appropriate statistical calculation (1) Likelihood Ratio ("LR"), (2) Random Match Probability ("RMP") must be calculated and reported in the written report for each STR profile developed in a case upon and inclusion or match to a probative known standard (other than the survivor's).

2.1.22 Contractor must provide written detailed reports of the Y-screen and DNA testing performed as well as the results of that testing as generated by the Contractor, and include an interpretative statement for any DNA comparisons with known standards that is supported by statistical calculations if necessary. Reports must be generated electronically to avoid transcription errors. The Contractor must batch cases into three separate case types to be provided on a DVD or uploaded to a secure FTP site: (1) Y-screen testing negative cases; (2) cases with data not suitable for CODIS upload; and (3) cases with data suitable for CODIS.

2.1.23 To accompany each report, Contractor must provide all associated notes, electropherograms, communication logs, etc. that would make up the case file. This information shall be provided as one electronic folder per case on a DVD or as an upload to a secure FTP site to the DCI Crime Lab.

2.1.24 All reports and case files regardless of category ([1]Y-screen negative, [2] cases with data not suitable for CODIS upload, or [3] cases with data suitable for CODIS must be technically reviewed by another vendor laboratory. Any errors found in the report or case file must be corrected before the final product is delivered to CVAD (report, manifest excel return document), the DCI (report and case file), jurisdictional police agency (report), and appropriate County Attorney (report).

2.1.25 Contractor must retain all logbooks, records, data files used and created in the forensic biology testing, and DNA analysis to include: project files, sample files, matrix files, analysis parameter files, sample sheets, injection lists and log files; quality control records; personnel records; and other documents relative to this contract, for the duration of the contract period, and then additionally 10 years after the contract ends. Contractor must not destroy any records without the prior written approval of DCI DNA Technical Leader. CVAD and DCI reserve the right to accept transfer of all documentation related to this project before destruction. If Contractor's laboratory is bought or merged with another laboratory, contract record retention still applies. If Contractor's laboratory goes out of business, Contractor must contact CVAD and DCI for record retention instructions.

2.1.26 Contractor must, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract will not relieve Contractor of responsibility for the technical adequacy of its work.

2.1.27 Contractor will receive SAKs directly from the Iowa SAKI project. The Iowa SAKI project will track each container during shipment to Contractor. Contractor must notify CVAD within one business day by email each time a shipping container is received by Contractor. Contractor must inspect the shipping container and notify CVAD within two business days upon discovery of any damage to the shipping container that may compromise the integrity of the SAKs.

2.1.28 The Iowa SAKI group will include a manifest with each shipment and send an electronic version to accompany each shipment. For those cases being submitted for screening and DNA testing, the manifest will include the Iowa SAKI Identification number, jurisdictional agency with addresses, and appropriate county attorney with addresses.

2.1.29 Upon completion of the 100% technical review by a separate contracted external technical reviewing laboratory, the DCI reserves the right to request additional testing and documentation of any sample that does not meet DCI quality standards. These standards may include, but are not limited to, the DNA results obtained based on the Y-marker screening, observations, number of loci results obtained for, incomplete paperwork, quality of positive and negative controls, and other factors.

2.1.30 Contractor must allow for a minimum of 3% blind mock SAKs for quality assurance purposes during the term of the contract. Shipments of SAKs may contain blind samples and/or kits. If the Contractor fails to demonstrate its proficiency or ability, or both, to obtain the expected results from the blind mock SAKs, CVAD may immediately terminate this contract.

2.1.31 Throughout the term of the contract, Contractor must present documentation of any corrective action taken to address any quality assurance issue identified by an incorrect result regardless if the result was identified by the (1) Contractor, (2) external technical review, and (3) the DCI.

2.1.32 All control samples and reagent blanks must work appropriately. Negative controls and reagent blanks that exhibit reproducible peaks or unexplainable allelic activity will necessitate the batch of samples to be re-extracted or reamplified as appropriate.

2.1.33 Analytical ~~threshold, (100) and~~ Stochastic ~~threshold, and heterozygote ratios (600) thresholds~~ must be the thresholds that are validated and approved during the Contractor's internal validation of the GlobalFiler amplification kit. and heterozygote ratios (3500 GA) must be established and agreed upon by the Contractor and DCI DNA Technical Leader before Contractor begins work under this contract.

2.1.34 Controls must be run on each capillary electrophoresis run. An internal lane standard (GS 600 LIZ) must be run with each sample. Four allelic ladders must be run on each capillary electrophoresis run (ex. one 96 well plate).

2.1.35 Contractor must dry down all extracted DNA for return with the SAKs. Each dried down DNA extract must be properly labeled and returned to the appropriate SAK. The SAK, including the dried down extracts, will then be returned to the jurisdictional police agency. Contractor must include the shipping manifest with each batch of SAKs returned that lists which specific DNA extracts are included in each SAK. Dilutions of extracted DNA do not need to be dried down or returned unless the original extract is limited in overall quantity such that additional tests may not be successful. All reagent blanks for a batch of SAK's will be dried down, packaged together, and returned together to the DCI under separate cover. A manifest of reagent blanks, detailing which SAKs they correspond to, must accompany each batch of reagent blanks returned to the DCI. Contractor must return all reagent blanks within 60 days of issuing the final report. Contractor must notify the DCI when a batch of reagent blanks is shipped.

2.1.36 Contractor must compare all unidentified profiles to all personnel who have access to the contractors DNA laboratories. If extraneous DNA is confirmed, the Contractor must contact the DCI DNA Technical Leader within two business days of discovery for further direction.

2.1.37 All case file data and case reports must be returned to the DCI electronically via secure FTP site, DVD mailing, or other mutually agreed upon mechanism. The files must include, but not limited to the chain of custody, case itemization, extraction worksheets, quantification worksheets, amplification worksheets, capillary electrophoresis worksheets, injection lists, project files (.hid), PDF files of electropherograms with allele calls and peak heights (in RFUs), technical and administrative review forms and reports. Each case file must be returned to the DCI in a format that is complete for each case. For example, each case file must stand as a complete record of all activities on that particular case.

3. Quality control

3.1 The DCI may submit a minimum of 3% blind SAK to be analyzed by Contractor. If results of these blind trials indicate a discrepancy, further submission and testing must

be halted until resolution. All testing costs required for resolution of such discrepancies will be borne by the Contractor.

3.2 A Class I error on a proficiency test by an analyst or analysts involved in working on this project may be considered by the DCI to be a material breach of the contract.

3.3 Contractor must not subcontract any SAKs or samples under this project to any other Contractor.

3.4 Contractor must notify the DCI of any problems, issues, or concerns involved with testing promptly upon discovery. Due diligence must be applied in the resolution of all such issues and concerns.

3.5 If after a good faith attempts at conflict resolution, the DCI does not accept the results from Contractor, for whatever reason, re-testing of the sample or samples must be provided free of charge by Contractor.

3.6 All STR analyses must undergo a 100% technical review by a second qualified analyst prior to release of the case file and report. This technical review will be outsourced and performed at a DNA Laboratory other than Contractor's laboratory or the DCI Laboratory.

3.7 Factors that the DCI will examine in the final evaluation of the quality of the analysis will include, but are not limited to:

3.7.1 Allele relative fluorescence unit (RFU) intensities within the pre-determined diagnostic range determined by the DCI.

3.7.2 Off ladder variants or samples outside of the base pair sizing range.

3.7.3 Artifacts or other apparent anomalies observed in sample lanes.

3.7.4 Failure of controls or blind samples to provide expected results.

3.7.5 General quality of the electropherogram.

3.8 **On-site visitation**

3.8.1 The DCI will perform an initial on-site visit of the Contractor's laboratory, before Contractor's laboratory beginning of any analysis under this contract, as required by Standard 17 of the QAS. The DCI will also perform annual on-site visits as required by Standard 17 of the QAS. The annual on-site visits will occur every calendar year and will be at least 6 months and no more than 18 months apart. As an alternative to the annual on-site visits, DCI may accept an on-site visit conducted by another NDIS-participating laboratory using the same technology, platform, and typing amplification test kit as the DCI uses and the Contractor uses for this contract. The cost of the initial on-site visit and the annual on-site visits will be borne by CVAD.

3.8.2 The DCI may perform announced or unannounced inspections of Contractor's laboratory at any time during the contract period. Any discrepancies observed or noted by the DCI—such as mandatory laboratory requirements, mandatory laboratory responsibilities, technical procedures, or quality control—during site visits must be resolved by Contractor before new testing under this contract proceeds or pending results are reported. If Contractor fails to meet performance standards, the cost of the on-site inspection of Contractor's laboratory by the DCI will be borne by the Contractor.

3.9 **Testimony.**

3.9.1 Contractor agrees to provide testimony in subsequent legal actions if requested by the County Attorney or by the courts.

3.9.2 Contractor may propose additional fees needed for court related travel or preparation to the individual County Attorney's Office or Defense Attorney's Office requesting Contractor's services for court. CVAD and the DCI will not be a party such requests or agreements.

3.10 **Coordination of services**

3.10.1 The Iowa SAKI project is responsible for coordinating the preparation, packaging, and shipping of the SAKs. The Iowa SAKI will ship SAKs in batches.

3.10.2 Contractor must receive SAKs in batch quantities and at intervals agreed upon by CVAD and Contractor.

3.10.3 Contractor must return all reports, return shipping manifests, and Step 1 of the SAKs to CVAD.

3.10.4 Contractor must return all reports, case files, profile results, and all batch extraction, batch amplification, and profiling paperwork for each case directly to the DCI.

3.10.5 Contractor must return all reports to the jurisdictional Police CVAD and County Attorney with authority over each SAK. Appropriate addresses will be provided to the Contractor on each batch shipment manifest.

3.10.6 Contractor must pay total shipping charges to return the SAKs and must provide for an acceptable mode of transportation. An acceptable mode of transportation means a method of transportation that provides proper conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt return of the SAKs. The shipper must guarantee the ability to track all shipments.

3.10.7 Contractor must submit reports and electronic case files to the technically reviewing laboratory each month to facilitate continuous case data review.

3.10.8 Contractor must work with the technically reviewing laboratory in a good faith to correct and resolve any errors or discrepancies found in the Contractor's reports or case files, or both, before final delivery to CVAD.

3.10.9

Attachment # 4

Cost Proposal Form

Costs		
Description		Cost to provide
Each Y-screen negative test		
Each Y-screen positive test		
Each Y-screen positive test for expedited testing		
Each secondary Y-screen and STR analysis		

Attachment #5

Technical Specifications

1. Vendor's basic services

1.1 Vendor agrees to receive SAKs in predetermined batches.

1.2 Vendor will complete DNA analysis on one batch of SAKs and provide a complete case file to the technically reviewing laboratory within 60 days.

1.3 Vendor will receive the completed case file back from the technical reviewer, complete any changes, additions, or corrections and provide the final report and case file to DCI within 15 additional days.

1.4 Total batch turnaround from the time the Vendor receives the batch of SAKs to issuance of the final report for each SAK in the batch will be 75 days.

1.5 CVAD anticipates that the first 200-250 SAKs will be of a higher priority than the remaining SAKs to be tested under this contract. Vendor must agree that it will complete DNA analysis on these batches and that it will submit those analyses to the reviewing laboratory within 20 days and finalized and to CVAD within 35 days.

1.6 Vendor must inventory the contents of each SAK and include that inventory in their case file. This inventory must include the Patient Information form (Step 1) in the SAK.

1.7 Vendor must carry out the Y-screening in a manner pre-approved by DCI DNA Technical Leader.

1.8 Vendor must carry out the Short Tandem Repeat ("STR") DNA testing in a manner pre-approved by DCI DNA Technical Leader.

1.9 Vendor must prepare a case report for each SAK. The analytical testing and report must meet the minimum requirements that are found in the "Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories Audit document published by the Federal Bureau of Investigation ("FBI").

1.10 Vendor must determine whether a SAK has a Combined DNA Index System (“CODIS”) eligible DNA profile.

1.11 After completing testing on an SAK, Vendor must submit the entire case file and report must to an external reviewing laboratory designated by CVAD for technical review. Vendor must work directly with the technically reviewing laboratory to resolve any issues identified in the case report or case file. Vendor must then submit the report and entire case file to DCI crime laboratory.

1.12 In addition, Vendor must send the final report to the jurisdictional police agency and appropriate County Attorney.

1.13 Vendor must complete the Excel spreadsheet for CVAD that captures the following metrics for each SAK: (1) the number of CODIS eligible profiles developed from each SAK; (2) the number of non-eligible CODIS profiles developed from each SAK; and (3) any additional metrics to be determined by DCI Crime Lab. CVAD will provide Contractor with the required Excel spreadsheet.

1.14 Vendor must provide expert witness services when required by a county attorney or by the court system. The County Attorney or other person requesting Vendor to provide expert witness services will pay Vendor for those services, not CVAD.

1.15 Vendor must also consider any secondary evidence found in a SAK as a separate submission and notify DCI DNA Technical Leader of this additional evidence. If CVAD or DCI determines that Vendor should test secondary evidence, then Vendor will perform those tests.

1.16 Vendor must allow DCI DNA Technical Leader to perform site visits as required by QAS Standard 17.

1.17 Vendor must process and analyze all samples in a secure, dedicated laboratory and in accordance with the QAS audit document.

1.18 Vendor must keep on file the details and results of the Contractor’s process validation studies. Upon request of the DCI, Vendor must provide documentation that demonstrates that they have carried out appropriate and adequate validation of its analytical procedures and data interpretation protocols.

2. Chain of custody and sample handling.

2.1.1 Vendor must document the chain of custody for all samples to include sample receipt, as well as processing, typing and returning of the samples and SAK's to the jurisdictional police agency. Vendor must require a written or secure electronic transfer record for any exchange of samples between Vendor's personnel.

2.1.2 Vendor must maintain the Iowa SAKI Identification number within the laboratory report.

2.1.3 Samples must be handled and stored in a proper manner to prevent loss, cross transfer, contamination, or deleterious change.

2.1.4 SAKs will be submitted to the Vendor in batches.

2.1.5 Vendor must return any evidence and unused DNA extracts (in a dried down form for long term storage) not consumed during analysis with the associated case to the jurisdictional police agency. Vendor must retain amplified DNA at its laboratory until appropriate quality assurance review of the batch of cases has been completed by the technically reviewing laboratory. After such review finds the data to be satisfactory, Vendor must destroy the amplified DNA.

2.1.6 Vendor must return all SAKs and associated samples sealed in their original containers to the jurisdictional police agency. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround (3 days). It is anticipated that SAKs will be returned to the jurisdictional police agency within 60 days of the date of issuing the final report unless otherwise agreed upon by DCI and Vendor. Vendor must provide a list of SAKs that is shipped back to each jurisdictional police agency that accompanies the shipment of SAKs. Vendor must also provide this list electronically to CVAD. Vendor will assume all costs associated with shipping the SAK's and associated samples back to the jurisdictional police agency.

2.1.7 Vendor must not consume any sample during testing without prior written approval from DCI DNA Technical Leader or designee.

2.1.8 Vendor must inventory the contents of each SAK. A listing of the contents must be included in the final case file documentation provided by Vendor. This listing can be a part of the case notes in the case file for each SAK. The Patient Information sheet, which will most typically be "Step 1" in each SAK, must be a part of the final case file returned by the Contractor and must be provided to CVAD in PDF format for each SAK.

2.1.9 Vendor must provide Y-screen testing for up to ten samples per SAK, STR processing of one reference sample per SAK, and STR processing of up to three evidence samples per SAK as determined by the Y-screening results. Additional testing may be necessary for SAKs that have multiple suspects. Each additional sample processed for STR testing in excess of three evidence samples or one reference sample will be at an additional cost chargeable to CVAD.

2.1.10 The Y-screen testing must be performed with Quant Trio on an AB 7500 Real Time qPCR instrument. If the Y-screen results are negative on up to ten samples in the SAK, then the work on that SAK will be considered complete. If the Y-screen results are positive on at least one sample in the SAK, then that one (or up to three) evidence samples in that SAK must be taken forward for STR analysis. If the Y-screen results are negative on (up to) ten samples in the SAK but, additional untested samples remain in the SAK then the Contractor must consult with DCI DNA Technical Leader for further instruction.

2.1.11 The following STR loci must be attempted to be developed from each sample processed for STR testing using the GlobalFiler amplification kit: D3S1358, vWA, D16S539, CSF1PO, TPOX, Y indel, Amelogenin, D8S1179, D21S11, D18S51, DYS391, D2S441, D19S433, THO1, FGA, D22S1045, D5S818, D13S317, D7S820, SE33, D10S1248, D1S1656, D12S391, and D2S1338 which collectively are the GlobalFiler loci. The DNA analysis of a sample must not be considered complete until an attempt to type for all 20 CODIS core loci and Amelogenin has been completed. STR analysis must be conducted on (up to) three evidence samples per SAK and one known reference sample per SAK.

2.1.12 Analysis of a specimen must not be considered complete until all reportable allele designations have been determined for all previously mentioned STR loci, using GeneMapper ID-X software.

2.1.13 Allele sizes (designations) must be determined with an appropriate internal lane standard and allelic ladder that contains all of the common alleles for that particular locus. For GlobalFiler the internal lane standard is GS600 LIZ.

2.1.14 Vendor must monitor analytical procedures by using the following appropriate controls and standards on each run:

- .1 007 Global Filer (or pre-approved alternate) is to be used as a positive amplification control.
- .2 A negative amplification control.
- .3 A reagent blank (sperm and epithelial) for each differential extraction batch.
- .4 Reagent blanks for each known reference extraction batch.
- .5 A reagent blank for each question (blood or touch DNA) extraction batch (if applicable).
- .6 Internal lane standard for each sample subjected to capillary electrophoresis.

2.1.15 Data analysis must be done using STR interpretation guidelines that meet or exceed the 2010 SWGDAM interpretation guidelines as agreed upon by the Contractor and the DCI DNA Technical Leader.

2.1.16 All analysis sets (capillary electrophoresis runs) must be run on a ThermoFisher/Life Technologies 3500 capillary electrophoresis instrument(s) and must contain at least four allelic ladders.

2.1.17 All 007 (or pre-approved alternate) peaks and in-house extraction control peaks must be correctly labeled and identified.

2.1.18 No unexplainable allelic activity must be observed in the negative control or the reagent blanks.

~~2.1.19 Stutter peaks must not be in excess of 10% of a predetermined percentage of the peak height of the associated major peak. The predetermined stutter percentage will be based upon validation data developed by the Contractor's laboratory. This scope of work will allow for a leeway of 10% above the predetermined stutter ratios. If the stutter percentage is not met in all loci on any DNA profile, then that sample must be rerun on the capillary electrophoresis instrument or reamplified. The predetermined stutter percentage will be based upon validation data developed by the contractor's laboratory. Stutter values must follow the validated and approved stutter values developed in the vendor laboratory's internal validation of GlobalFiler. If the stutter percentage is not met in all loci in the DNA profile, stutter must not exceed 15% of the validated value.~~

2.1.20 The DNA profiles (.hid files) being produced by the Contractor must be downloaded to a suitable digital medium (DVD or uploaded to a secure FTP site) for transfer to the external technical reviewer. The profiles must be provided in such a format as to allow for direct uploading into the CODIS database. Additionally the profiles (electropherograms) must be provided in a format suitable for each sample to allow for manual entry into the CODIS database (hard copy or PDF format). Sample data that results in non-separable mixtures must not be included in this electronic file but rather be included in a separate file. After technical review the data must be forwarded separately to the DCI for final evaluation and entry into CODIS.

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3.9 **Testimony.**

3.9.1 Vendor agrees to provide testimony in subsequent legal actions if requested by the County Attorney or by the courts.

3.9.2 Vendor may propose additional fees needed for court related travel or preparation to the individual County Attorney's Office or Defense Attorney's Office requesting Vendor's services for court. CVAD and DCI will not be a party such requests or agreements.

3.10 **Coordination of services**

3.10.1 The Iowa SAKI project is responsible for coordinating the preparation, packaging, and shipping of the SAKs. The Iowa SAKI will ship SAKs in batches.

3.10.2 Vendor must receive SAKs in batch quantities and at intervals agreed upon by CVAD and Vendor.

3.10.3 Vendor must return all reports, return shipping manifests, and Step 1 of the SAKs to CVAD.

3.10.4 Vendor must return all reports, case files, profile results, and all batch extraction, batch amplification, and profiling paperwork for each case directly to DCI.

3.10.5 Vendor must return all reports to the jurisdictional Police, CVAD, and County Attorney with authority over each SAK. Appropriate addresses will be provided to the Vendor on each batch shipment manifest.

3.10.6 Vendor must pay total shipping charges to return the SAKs and must provide for an acceptable mode of transportation. An acceptable mode of transportation means a method of transportation that provides proper conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt return of the SAKs. The shipper must guarantee the ability to track all shipments.

3.10.7 Vendor must submit reports and electronic case files to the technically reviewing laboratory each month to facilitate continuous case data review.

3.10.8 Vendor must work with the technically reviewing laboratory in a good faith to correct and resolve any errors or discrepancies found in the Vendor's reports or case files, or both, before final delivery to CVAD.