SUBJECT: FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSAULT EVIDENCE

BID #: SC-0004-22 **OPEN DATE: 08/25/2021**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – Two (2) years from date of award with Two (2) One (1) Year Renewals

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: All or None, to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Bode Technology/ Bode Cellmark Forensics, as the lowest responsive, responsible bidder for Forensic Biological Testing for Sexual Assault Evidence for the Jacksonville Sheriff's Office. Period of service is two (2) years from date of award with two (2) one (1) year renewals. Total estimated award not to exceed $299,000.00.

Funding for this award to be encumbered by account: 11407.551102.531090.010218.00000000.00000.0000000, to be executed by purchase order releases.

Attachments: Recommendation Memo, Tabulation Sheet, Terms and Conditions, Specifications, Vendor email

Analyst: _____ **RESPECTFULLY SUBMITTED:** _____
OLIVE WALLACE-COHEN GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: MIKE BRUNO, DIRECTOR OF INVESTIGATIONS AND HOMELAND SECURITY

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA WJC
Chief of Budget

From: Mike Bruno MB
Director of Investigations & Homeland Security

Subject: SC-0004-22 Forensic Biological Testing for Sexual Assault Evidence

Date: August 31, 2021

There were two (2) responses received for Bid # SC-0004-22 Forensic Biological Testing for Sexual Assault Evidence. We recommend awarding DNA Labs International, the lowest responsive, responsible bidder, in the amount of $299,000.00, from account number 11407.551102.531090.010218.00000000.00000. The purchases will be made via POA releases.

Please let me know if you require any additional information. Thank you for your assistance.

TITLE: FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSAULT EVIDENCE

BID NO: SC-0004-22 - JSO
OPEN DATE: 08/25/21
ANALYST: Olive Wallace-Cohen
NO. INVITED: (5) No. Received: (2) No Bids: (1)
RECORDED BY: MELISSA PIERCE
ANNOUNCER: Renata Barnett

ITEM #	DESCRIPTION	TYPE/UOM	BODE TECHNOLOGY	DNA LABS INTERNATIONAL		
1	*Biological Screening	Swab(s)	$ 295.00	$ 295.00		
2	BODE	Small item (e.g., underwear, glove, sock)	$ 395.00	$ 495.00		
3	*Biological Screening	Large item (e.g., pants, jacket, blanket)	$ 250.00	$ 995.00		
4	**Hair Screen	1 to 10 hairs	$ 395.00	$ 395.00		
5	**Hair Screen	11 to 25 hairs	$ 500.00	$ 595.00		
6	***Epithelial Cell Collection/Sampling	Small item (e.g., hat, gloves)	$0.00	$ 495.00		
7	***Epithelial Cell Collection/Sampling	Large item (e.g., shirt, pants)	$ 100.00	$ 995.00		
8	Specialized Collection (e.g., M-Vac or similar)	Per sample	$0.00	$ 1,595.00		
9	Extraction and direct amp (knowns only)	Per sample	$ 595.00	$ 395.00		
10	Extraction and Quantitation (non-differential)	Per sample (Questioned or Known)	$ 700.00	$ 395.00		
11	Extraction and quantitation (differential) (both fractions)	Per sample	$ 745.00	$ 395.00		
12	Amplification	Per sample (each differential fraction = one sample)	$ 400.00	$ 595.00		
13	Additional comparison/stats/report	Per laboratory report	$ 425.00	$ 395.00		
14	Expert Witness Fees	List Hourly Rate	$ 250.00	$ 250.00		
	TOTAL BID					
	Insurance Acknowledgement					
	BUY AMERICAN PREFERENCE		N/A	N/A		
	FEDERAL 1 & 2		1 & 2	1 & 2		
	Delivery		N/A	N/A		
	Conflict of Interest:		✓	✓		
	Addendums (1,):		✓	✓		

TERMS AND CONDITIONS

FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSAULT EVIDENCE

1. **SCOPE**

The Jacksonville Sheriff's Office of the City of Jacksonville, Florida, is currently accepting bids to obtain source(s) of supply for the item(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide the item(s) and to obtain pricing commitments for **Forensic Biological Testing for Sexual Assault Evidence**.

2. **AWARD**

Award will be **ALL or NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for all or none award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

- As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.
    - Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.

Restrictions and exemptions may apply. Please refer to Section 126.114 (Page 35) for specifics

3. **TERM OF AGREEMENT**

Two (2) Years from Date of Award with Two One (1) Year Renewals

4. **PRE-BID CONFERENCE**

Not Applicable

5. **REQUIREMENTS**

See Item #2 Page 19

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities are dependent on type of actual evidence that will be tested

8. **PRICES**

All unit prices shall include freight, delivery and handling charges to the delivery location as outlined in the bid documents.

9. **ESCALATION/DE-ESCALATION**

Not Applicable

10. DELIVERY

See Section D. Evidence on page 23 for information.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide items(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

14. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

15. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include the purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida, 32202.

16. INSURANCE / INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. A copy of the insurance certificate must be submitted within ten (10) days of award notice. Bid number should be listed on the insurance certificate.

Specifications

FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSAULT EVIDENCE

1. STATEMENT OF PURPOSE

The Jacksonville Sheriff's Office (JSO) intent is to obtain bids from qualified laboratories for the purpose of outsourcing evidence, other than sexual assault examination kits (SAKs), related to sexual assault investigations for forensic biological examination.

2. PRE-QUALIFIERS

ATTENTION VENDORS: RESPONDING LABORATORIES MUST MEET OR EXCEED ALL REQUIRED DOCUMENTATION REQUESTED .

The Vendor's laboratory must be currently accredited by the ANSI-ASQ National Accreditation Board (ANAB) in both DNA testing and body fluid identification. Protocols employed by the Vendor's laboratory for DNA testing must meet the Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories issued by the Federal Bureau of Investigation (FBI). The Vendor must also agree to adhere to the National DNA Index System (NDIS) DNA Data Acceptance Standards when performing analysis on JSO samples. The Vendor's laboratory(s) must adhere to all requirements of the FBI QAS and accreditation requirements of ANAB (ISO 17025, AR). If the Vendor has more than one physical location (laboratory) that will perform testing services as provided herein, the Vendor shall provide this with their Bid documentation as identified in Letters A through I (inclusive) of this section for each applicable location.

The following documentation must accompany the ITB:

A. A copy of the responding Vendor's laboratory two most recent (within the last four years) external audits, including the NDIS Audit Document for the Quality Assurance Standards for Forensic DNA Testing Laboratories. A copy of the Vendor's laboratory response to the external audits, the resolution of any findings identified during the external audits, and the laboratory table of organization (personnel organization chart) at the time of the external audits must also be included. JSO reserves the right to question any response/remediation findings in the audit documentation for completeness and compliance with the FBI QAS or ANAB Additional Requirements where applicable.

B. A copy of the current accreditation certificate(s) and scope of accreditation.

C. A copy of the responding Vendor's current organization chart (table of organization), including all laboratory personnel, noting the technical leader, the quality manager, and the number of analysts and technicians performing the following analyses: forensic body fluid identification (serology screening), sample collection (accessioning), and forensic STR DNA case analysis. It will be required that all personnel performing any analysis for JSO be employed by the awarded vendor. Further, any analysis for JSO must be performed at the physical facility or facilities specifically identified in any contract resulting from this ITB.

D. Over the past 365 calendar days, Vendor must have continuous employment of a minimum of three (3) qualified forensic DNA analysts. A copy of the Curriculum Vitae (CV) and/or Statements of Qualifications (SOQ) for all analysts performing forensic biology or DNA analysis must be provided. The CV/SOQ must outline the completed training in forensic biology and/or DNA analysis and include the length of time the individual has been performing independent casework. If a DNA analyst has not been qualified under Appendix D of the NDIS Audit document in two (2) successive external audits, academic transcripts must be provided along with the CV/SOQ.

E. Documentation describing the responding Vendor's laboratory(s) maximum capacity per month to perform DNA testing and biological screening casework following the responding Vendor's standard operating procedure. The responding Vendor's laboratory(s) must be able to handle a monthly throughput capacity of approximately five of the JSO's cases (biological screening cases and forensic DNA STR cases that average two (2) to five (5) evidentiary items per case). Note these items are expected to include clothing/bedding or other larger items, versus swabs. Capacity in excess of five cases per month should be noted. The responding Vendor laboratory must include its throughput history, noting the average number of DNA cases and biological screening cases the laboratory Vendor has analyzed in the last 12 months.

F. A copy of the responding laboratory's current procedure manual(s), however named, for biological screening and DNA testing including guidelines for STR DNA interpretation, mixture interpretations, statistical calculations, reporting, and technical review.

G. Evidence manual, however named, and/or procedure(s) for conducting audits of evidence stored on site in examiner custody and evidence vault(s).

H. A summary of all contamination occurrences and non-conformities and corrective actions for the laboratory for the past 12 months. Providing an annual management report alone, without any additional documentation or information, will not be deemed sufficient to meet this requirement.

I. It is expected that the Vendor lab will liaise with the NDIS-participating laboratory, the Florida Department of Law Enforcement, with respect to providing documentation needed to support QAS 17 for ownership and technical review for applicable profiles for review for possible CODIS entry. Attestation to such must be provided, and the Vendor must be an existing participant of the FBI OVP.

3. TECHNICAL SPECIFICATIONS

A. GENERAL

1. Acceptable biological screening tools and tests are as follows:

    a. Blood (presumptive) – phenolphthalein (Kastle-Meyer)

    b. Semen

        i. Semen (presumptive) – Acid phosphatase (AP, Brentamine)

        ii. Semen (presumptive) – Prostate Specific Antigen (P30) immunological testing using commercial cartridges; confirmatory in the presence of a positive AP test

        iii. Semen (confirmatory) – Light microscopy (brightfield or phase) of slides prepared using histological stains (e.g. Kernectrot-Picroindigocarmine)

    c. Alternate Light Source (ALS)

    d. Light microscopy to determine the suitability of possible hairs for STR testing

        i. Validated staining techniques for nDNA in hair roots are acceptable

2. Acceptable DNA extraction methods for Questioned (forensic) Samples include:

    a. Silica/magnetic bead-based technology, manual or automated (e.g. DNA-IQ, Prepfiler, QIAgen DNA Investigator)

b. Differential extraction of samples potentially containing semen may be assisted by adjuncts and/or automation (e.g. DNAse, QIAcube, Differex)

3. Acceptable DNA extraction methods for Known (reference) Samples include:

   a. Silica/magnetic bead-based technology, manual or automated; Chelex

4. Quantitation must be completed using real-time quantitative PCR and must demonstrate sensitivity for detection of both total human and male-specific DNA (e.g. Quantifiler Trio, PowerQuant, Investigator QuantiPlex). All thresholds for DNA concentrations and ratios to discontinue testing must be validated by the Vendor lab and approved by JSO

5. Amplification using the GlobalFiler Amplification Kit is required

   a. GlobalFiler Express (direct PCR) may be used for known (reference) samples

   b. Reduce volume reactions may be approved for known (reference) samples if validated by the laboratory

6. Use of STRmix probabilistic genotyping software must be validated and available to the Vendor for use as needed on mixed samples

   a. Wherever possible, the known profile for an expected donor will be utilized in attempts to resolve foreign/other donor profile information from intimate/body samples that result in mixed DNA profiles

      i. Use of the known donor profile for an expected donor should also be used for mixture deconvolution for indigenous samples or items demonstrating prolonged body contact with an individual, as defined by the Vendor laboratory's SOP

      ii. Wherever possible, a known reference sample will be utilized to aid in deconvolution, not the cell fraction of a differential sample or other secondary standard

   b. It is expected that attempts to deconvolute mixtures be made wherever permitted by Vendor lab procedure/policy

   c. It is expected that STRmix be used for inclusion statistics (LR) for unresolvable mixtures that are suitable for comparisons

   d. Wherever mixtures obtained are not resolvable or suitable for deconvolution yet suitable for comparisons to known donor profiles, this must be apparent in the report

   e. Single source matches are preferably reported in the form of a Likelihood Ratio using STRmix or an internally validated and approved statistical tool

      i. A Random Match Probability is also acceptable for single source statistics

   f. Statistics will be generated using a validated database, the source of which must be disclosed to JSO (e.g. FSI Genetics, 2017: 1768)

7. Recommendations or identification of samples suitable for possible Y-STR testing may be communicated via e-mail with a JSO point of contact prior to completion of testing and should be included in the autosomal testing laboratory report.

   a. Y-STR testing will only be performed if a suspect standard is available for direct comparisons

   b. Y-STR testing, if approved, must be conducted using a currently accepted amplification kit (e.g. Yfiler Plus, PowerPlex Y23) and use the YHRD database in accordance with SWGDAM Recommendations

B. NON-SAK SEXUAL ASSAULT EVIDENCE

1. SAKs associated with the investigations, if applicable, have all been previously tested through the Florida Department of Law Enforcement (FDLE). Remaining evidence, such as clothing, touch DNA swabs, consensual partner swabs, and other items shall be tested as follows:

   a. Samples potentially containing semen, as evidenced by case scenario or in the event no scenario is available, that demonstrate male DNA at quantitation will be subjected to differential extraction if differential extraction is not conducted prior to the quantitation

   b. Testing may be discontinued when a probative result is obtained (e.g. if a foreign profile is developed from a swab, the remaining items do not require testing)

   c. If the scenario suggests multiple perpetrators or the victim is incapable of describing events (e.g., loss of consciousness in an environment with numerous other people present, mental or physical incapacity), the item(s) must be tested in its entirety

   d. ALS or visual exam may be used to determine areas for testing on items; minimally, if no staining is observed, a sample from the area most likely to yield probative results (e.g. the crotch of underwear) will be extracted and subjected to Y-screening

   e. Swabs of suspected saliva (e.g., neck/breast swabs) should be forwarded directly to DNA testing without presumptive amylase testing

   f. Fingernail clippings/scrapings will be subjected to extraction and quantitation; a separate charge for scraping/swabbing fingernail clippings will not be incurred

2. Clothing will be screened for stains according to case scenario:

   a. Clothing suspected of containing saliva based on case scenario (e.g. bra) may be sampled by scraping/swabbing without presumptive testing; however, use of ALS or presumptive testing such as amylase mapping may be used to help identify stains of interest

   b. If clothing is submitted for touch DNA, the area of interest will be scraped and/or swabbed

3. Underwear, which was not previously tested as part of a SAK may be submitted. If underwear was represented as having been worn during or immediately after the assault, it may be screened using a direct to DNA approach

4. Underwear with no documentation to indicate it was specifically worn during or immediately after the assault will be screened using traditional serology methods.

   a. Presumptive and confirmatory testing for semen must be conducted prior to extraction of suspected semen stains, unless the size of an AP positive stain would require consumption for sperm search

   b. Testing may be discontinued on items suspected of containing semen that yield no positive presumptive tests unless the age/condition of the item suggests that presumptive tests for proteins would be expected to yield negative results; sperm search may be performed on certain items (e.g. underwear/swimwear/pajama crotches) in the absence of a positive presumptive test

5. Condoms will be sampled "inside" and "outside" using separate swabbing's and forwarded for differential extraction without additional serology testing

6. Bedding / environmental items (e.g. couch cushions, carpet samples) require serology screening, and only positive stains will be forwarded for DNA testing

7. Penile swabs will be subjected to differential extraction in attempts to isolate a probative epithelial cell donor

C. QUALITY ASSURANCE

1. The following must be provided to JSO on an annual basis or whenever substantial changes to any procedure or policy are made

   a. Quality Manual

   b. Standard Operating Procedures

   c. Results of Proficiency Testing

2. Unexpected profiles or suspected contamination must be checked against the Vendor laboratory's staff database

3. The JSO must be notified in the event of suspected contamination involving an JSO case or any deviation from policy deemed a non-conformance by the Vendor laboratory's TL. Wherever the root cause analysis reveals a contamination event or non-conformance is due to actions of the Vendor laboratory or its staff, re-testing of the sample(s), where applicable, will be done at no additional charge to the JSO

4. The JSO must be notified of any non-conformance that warrants notification to the accrediting body

5. A reagent/extraction blank must be utilized for and returned with each unique JSO case number for each set of extracted questioned samples. This may be achieved in a number of ways and may be determined upon mutual agreement between the Vendor and JSO:

   a. If a single or set of reagent/extraction blanks is to be utilized across multiple cases, remaining blank must be partitioned into separate tubes across the cases, such that each case receives a volume of reagent blank analogous with the lowest volume sample in the extraction set

   b. If an extraction blank must be consumed for re-testing of a sample within a given batch, approval must be sought from the JSO

   c. See also 6.4 below regarding extraction blanks for known reference samples. If original buccal/blood sample for the known remains for potential retesting, extracts and blanks for known reference samples are not required to be returned, although they may be treated the same as questioned samples and returned accordingly

6. Prior approval to consume any swab, cutting, hair, or other sample type for the purposes of extraction is not required by the JSO; however, substrates and extracts for questioned samples are to be treated as evidence and returned to the JSO (see below).

D. EVIDENCE

1. Evidence will be shipped by the JSO to the Vendor laboratory using an approved courier (e.g., FedEx, UPS, USPS, DHL) with documentation sufficient to maintain chain of custody. Vendor will be required to sign for receipt of the package(s). This signature will begin the 15-business day allowance for the Vendor to verify the contents of the package(s)

   a. Receipt of the package(s) shall be confirmed via email to the JSO within 15 business days of physical receipt by the Vendor laboratory, including verification of the package's contents

b. Failure to verify the package's contents by the end of the 15th business day will result in the following financial consequence:

- 5% discount of the final invoice for each impacted case

2. Evidence will be returned to the JSO via an approved courier within 60 calendar days of the Vendor providing results/reports to the JSO

   a. Failure to return evidence (including substrates and extracts) within this defined time shall result in payment being withheld

i. Unavoidable delays due to weather or disaster may be excused

ii. The JSO shall be notified via email whenever a return shipment is dispatched

3. Extracts must be packaged by case, including applicable reagent blanks, and may be returned to the JSO dried down (e.g., using a vacuum method), using a proprietary additive (e.g., DNAstable), or frozen and packaged on ice packs.

4. Extracts and substrates for known samples (with their own blanks per case) must also be returned IF the entire source of the known profile was consumed. If remaining buccal swab or blood spot card exists as evidence to be returned to the JSO, the extract/substrate/blank is not required to be returned but will be accepted if it suits the workflow of the Vendor laboratory. If returned, these must be packaged by unique JSO case number and may be packaged along with the questioned extracts.

5. Substrates (dry) may be returned within the original evidence packages or with the extracts.

E. WORK PRODUCT

1. The Vendor shall provide a digital copy of all documents included in the final case record to JSO for each case, to include:
   - Chain of custody documentation
   - Bench notes
   - Worksheets for extraction, quantitation, amplification, and capillary electrophoresis
   - Electropherograms
   - Any supporting documentation for interpretation, conclusions, and statistical weight associated with an association
   - Confirmation of technical and administrative review
   - Final laboratory report

2. JSO is not an NDIS-participating DNA laboratory. All potentially CODIS-eligible profiles for the cases submitted will be forwarded to the FDLE according to existing FDLE direct outsourcing procedures. Any additional documentation in support of CODIS eligibility must be obtained from JSO by the Vendor laboratory and forwarded to FDLE as needed.

3. It is expected that one report per case will be issued including the entire body of work conducted for the case with exceptions for additional submissions of evidence or separately submitted known reference samples for comparisons.

   a. Rarely, additional reports may be warranted due to specific requests for additional testing after JSO has reviewed the original work

b. If multiple items are included in a submission, results/interpretations/conclusions for testing will be issued in a single report for the individual submission

4. Work product in the form of electronic .ser files for samples/injections used for interpretation must be provided for all cases that require technical review by the FDLE. These .ser files may contain the results for one to as many cases as can be processed in a single capillary electrophoresis run (one 96 well plate)

   a. .ser files may also contain multiple run folders in order to batch cases

   b. Each .ser file must contain the appropriate ladders and amplification controls for the injections represented

5. The .hid files in the form of run folders must also be provided for the .ser files under 4 above. These may contain all injections, whereas a single .ser file must be provided which demonstrates the injections and allele calls used for interpretation

6. The final report must not contain an allele table

7. An allele table or summary sheet must be provided for all samples for which an ownership review by the FDLE will be required

8. Results, reports, and data may be returned to the JSO via a secure portal or FTP site meeting the requirements of ISO 17025, via courier of optical media, or via an agreed upon secure transfer service (e.g. Sharepoint).

9. Failure to return the report for the pre-determined number of cases per shipment within 90 calendar days of physical receipt of the evidence by the Vendor, or per an agreed-upon schedule, a financial consequence shall be applied as follows:

   - For 1-15 business days late, 5% of the final invoice for each impacted case
   - For 16-30 business days late, 10% of the final invoice for each impacted case
   - For 31 business days and beyond, 15% of the final invoice for each impacted case

   a. Cases may be shipped on a schedule and returned as batches, or a bulk shipment may be submitted with the Vendor returning a given number of those cases across a period of time.

F. <u>OTHER</u>

1. Profiles (known/reference or forensic/questioned) generated from evidence submitted by the JSO may be searched but not stored in any local database.

2. Vendor must provide documentation to demonstrate the following if requested by the JSO:

   a. Over the past 365 calendar days, continuous employment of a minimum of three qualified forensic DNA analysts

   b. Sufficient physical space for examination of evidence and evidence storage areas secured to prevent theft or interference and with limited, controlled access; storage conditions shall prevent loss, deterioration, and contamination and maintain the integrity of the evidence

   c. Accreditation by ANAB in the categories of Biology Casework – Body Fluid ID and DNA-STR

   d. Within the past four years, successful completion of at least two external FBI QAS Audits. JSO reserves the right to question any response/remediation findings in the audit documentation for completeness and

compliance with the FBI QAS, ASCLD/LAB Supplemental Requirements, FQS Forensic Requirements for Accreditation, or ANAB Additional Requirements where applicable

e. Over the past 365 calendar days, completion of a minimum of 800 forensic cases, at least 400 of which must be sexual assaults requiring differential extraction

3. The following must be provided to JSO at the beginning of any contractual agreement and on an annual basis:

- Certificate and Scope of Accreditation
  - Results and disposition of any internal quality audits
- Results and disposition of any external quality audits
  - Results of analyst and technologist (however called) proficiency tests
  - Organizational chart

Any additional documentation regarding the Vendor laboratory's staff qualifications, accreditation status, or procedures may be requested by the JSO at any interval and must be provided as agreed upon by the Vendor and JSO at the time of request.

G. EXPERT WITNESS FEES

The awarded Vendor is required to provide expert witness testimony in support of the testing services performed. Expert Witness Fees for pre-trial, deposition, and trial dates are to be provided on the Bid Proposal Form. Pre-trial and deposition will be priced at an hourly rate, whereas courtroom testimony services will be priced at a daily flat rate. This flat rate is all encompassing for the service of providing testimony away from the Vendor's physical location. JSO is obtaining this pricing, however, the payment will be made by the State Attorney's Office (SAO). The SAO will only pay for the single line item of courtroom testimony and will not pay separate costs for per diem, travel, lodging, etc.

Costs for Expert Witness Fees will be itemized separately, and invoices must include copies of the subpoena and the JSO case number. Requests for a response and testimony by parties employed by the responding laboratory will be discussed with the JSO and the prosecutorial agency issuing the subpoena prior to travel.

H. TIMELINE OF EVENTS FOR CASEWORK

1. JSO sends casework to vendor via third party courier, Vendor signs for receipt of parcels.
2. Vendor has 15 business days to confirm, via email, receipt of case work submitted.
3. Vendor has 90 calendar days to submit findings to JSO for review.
4. Once JSO approves, via email, the Vendor's findings, the Vendor has 60 calendar days to return ALL evidence reported on in #3 above in order to receive payment.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Wallace Cohen, Olive

From: Mike Cariola <Mike.Cariola@bodetech.com>
Sent: Thursday, September 2, 2021 5:06 PM
To: Wallace Cohen, Olive; Baines, Deidra B.
Cc: Contracts
Subject: RE: SC-0004-22 - BID TABULATION - FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSUAL EVIDENCE

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon and thank you for allowing us to clarify.
We did intend to bid $0 for those 2 items. Our advanced specialized sampling methods for epithelial cell collection and sampling include tape lifts, swabbing and scraping. Our validation studies showed that those were the most effective techniques for the variety of substrates encountered in forensic casework. We provide those at no additional cost.

Mike

Mike Cariola
CEO & President
Bode Technology
M: 240.605.6981
O: 703.646.9876
Mike.cariola@bodetech.com

From: Wallace Cohen, Olive <OWCohen@coj.net>
Sent: Thursday, September 2, 2021 2:40 PM
To: Mike Cariola <Mike.Cariola@bodetech.com>; Contracts <contracts@bodetech.com>
Cc: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: SC-0004-22 - BID TABULATION - FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSUAL EVIDENCE

[EXTERNAL:USE CAUTION]
Good Afternoon:

Reference is made to our email this morning (see below).

Please note that an answer is needed before COB today.

Thanks for your understanding and prompt response.

Best Regards,

Olive Wallace-Cohen

Purchasing Analyst
214 N. Hogan Street (8th Floor)
Jacksonville, FL 32202
Phone: 904-255-8816
E-mail: OWCohen@coj.net

CITY OF JACKSONVILLE

"Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure."

From: Wallace Cohen, Olive
Sent: Thursday, September 2, 2021 8:36 AM
To: mike.cariola@bodetech.com
Cc: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: SC-0004-22 - BID TABULATION - FORENSIC BIOLOGICAL TESTING FOR SEXUAL ASSUAL EVIDENCE

Good Morning:

Reference is made to your submission for the reference bid.

Your bid price on Item #6 and #8 (below) has $0.00 for price. Does this mean you are not charging or not bidding on these two items?

***Epithelial Cell Collection/Sampling
Specialized Collection (e.g., M-Vac or similar)

Thanks for your prompt response.

Best Regards,

Olive Wallace-Cohen
Purchasing Analyst
214 N. Hogan Street (8th Floor)
Jacksonville, FL 32202
Phone: 904-255-8816
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