

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
RFP NO: 2010-069-00-00-MEG

SCOPE

Hidalgo County is seeking qualified companies to submit bids to the County of Hidalgo Texas, to establish contract for the purpose of performing **"DNA TESTING LAB SERVICES"** for Hidalgo County Sheriff's Office, Services on an **"As Needed Basis"**.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualification

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit a Statement of Qualifications (SOQ). DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue, etc).

- 1 Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 2 Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I). This must be demonstrated by the submission of its most recent external audit documentation.
- 3 Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 4 Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.
- 5 Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.
- 6 Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).
- 7 Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.
- 8 Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.
- 9 Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.
- 10 Vendor must have three (3) references, each reference from a different law enforcement agencies or government crime laboratories that can attest to the criteria stated.
 - a). Company
 - b). Contact Person

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- c). Phone Number
- d). Worked Preformed
- e). Contract Term

- 11 Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.
- 12 Vendor must have a representative within the State of Texas to maintain a chain of custody.

TERMS & CONDITION:

- 1. Term of contract is for two (2) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
- 2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
- 4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.
- 5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
- 6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.
- 7. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 8. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County Determines it is in its best interest to do so.
- 9. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
- 10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall

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have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Month, date, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Month, date, 2010.