





*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 48941

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>3</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: \_\_\_\_\_
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Bureau of Investigation Agency Number: 30800

Solicitation or Purchase Order #: 48941

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

TABLE OF CONTENTS

**A.** GENERAL PROVISIONS.....6  
**B.** SPECIAL PROVISIONS.....12  
**C.** SOLICITATION SPECIFICATIONS.....15  
**D.** EVALUATION.....25  
**E.** INSTRUCTIONS TO BIDDER.....26  
**F.** CHECKLIST.....28  
**G.** OTHER.....28  
**H.** PRICE AND COST.....28

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma State Bureau of Investigation located at 6600 N. Harvey Oklahoma City, OK. 73116 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and



- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

**A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

**A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

**A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

**A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

**A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and

**OMES/PURCHASING – GENERAL PROVISIONS (10/2017)**

effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Indemnification**

The supplier shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the vendor or non-fulfillment of any term or condition of this contract. The supplier shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

### **B.2. Signed Agreement**

**THIS SOLICITATION, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS OR END USER LICENSING AGREEMENTS WILL BE SIGNED.**

### **B.3. Multiple Awards**

The OSBI reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the State's best interest.

### **B.4. Unequivocal Acceptance**

All terms identified in the bid specifications/contract are inclusive. By its response (execution), Supplier agrees to terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

### **B.5. Price**

Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

### **B.6. Invoices**

Supplier will invoice the OSBI in arrears of services provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The supplier will send one copy of their invoice bearing the purchase order number, time period and amount due to:

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

### **B.7. Late Payment**

Pursuant to Oklahoma State Statute 62 O.S. § 34.72, payment shall not be considered late until forty-five (45) days after receipt of proper invoice.

### **B.8. Subcontracting**

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the written consent of the OSBI. The terms of this contract and such additional terms as the OSBI may require shall be included in any approved subcontract and approval of any subcontract shall not relieve Supplier of any responsibility for performance under this contract.

### **B.9. Employment Relationship**

This contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the State of Oklahoma or the OSBI. Supplier's employees shall not be considered employees of the State of Oklahoma nor the OSBI for any purpose and as such shall not be eligible for benefits accruing to State employees.

### **B.10. Assignment**

Supplier's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the OSBI.

### **B.11. Licensing**

The Supplier must be licensed to perform all required chemical application in accordance with state and local laws.

### **B.12. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **B.13. Waiver of Contractual Right**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### **B.14. Gratuities**

The right of the successful supplier to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

### **B.15. Limitation of Liability**

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

**To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such**

**limitation of liability shall be void.**

**B.16. Failure to Provide**

The Supplier's repeated failure to provide defined services, without reasonable basis as determined by the OSBI, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

**B.17. Cost of Preparation**

The State is not liable for any cost associated with the preparation of the Vendor's bid or any cost incurred by any bidder prior to issuance of any agreement or contract. All responses, inquiries, or correspondence relating to or in reference to this ITB, when received by the State will become the property of the State.

**B.18. Registration with Oklahoma Office of Management and Enterprise Services (OMES)**

Prior to award of contract, successful vendor must be registered with Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division. This generally costs the vendor \$25.00 to register. The link for this registration is <https://www.ok.gov/dcs/vendors2/app/index.php>

**B.19. Insurance**

The Supplier shall maintain insurance in the following amounts. The OSBI must be notified if the insurance policies are being cancelled or not being renewed.

**B.19.1. A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of \$1,000,000.00 is required.**

**B.19.2. A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.**

**B.19.3. Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.**

**B.20. Option to Renew**

At its sole discretion, the OSBI may exercise an option to renew this contract and/or any Contract Addendum for four (4) additional one-year terms on the same terms and conditions as in this contract. If the OSBI decides to exercise this option to renew, OSBI Purchasing will provide written notice to the supplier of its intention to renew. Under no condition will this Contract or any Contract Addendum renew automatically. Bid responses must include proposed rates for providing this same level of service for years two through five.

**B.20.1. Initial contract is for one year. Contract may be renewed at the same terms and conditions for four (4) successive one-year periods.**

**B.20.2. Initial contract period: Date of Award to 09/30/2021**

**1<sup>st</sup> Option to renew: 10/01/2021 to 09/30/2022**

**2<sup>nd</sup> Option to renew: 10/01/2022 to 09/30/2023**

**3<sup>rd</sup> Option to renew: 10/01/2023 to 09/30/2024**

**4<sup>th</sup> Option to renew: 10/01/2024 to 09/30/2025**

**B.21. Upon contract renewal, the following shall be provided to OSBI at the beginning of any contractual agreement and on an annual basis:**

- B.21.1.** Copy of the current Accreditation Certificate(s) and Scope of Accreditation
- B.21.2.** Results and disposition of any internal quality/technical audits within the last year
- B.21.3.** Results and disposition of any external quality/technical assessments within the last year
- B.21.4.** Corrective action reports/summaries within the last year
- B.21.5.** Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) within the last year
- B.21.6.** Organizational chart (if any changes within the last year)
- B.21.7.** Quality Assurance Manual (if any changes within the last year)
- B.21.8.** Standard Operating Procedures (if any changes within the last year)
- B.21.9.** Any new validations or performance checks within the last year for all technologies, equipment, and methods to be utilized on OSBI casework
- B.21.10.** CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who will be performing testing or technical reviews on OSBI cases (if any changes within the last year)

## **C. SOLICITATION SPECIFICATIONS**

The Oklahoma State Bureau of Investigation (OSBI) is seeking a contract with a qualified laboratory (vendor) for the purpose of outsourcing analysis of sexual assault evidence collection kits (SAKs). It is anticipated that OSBI will send an estimated number of between 900 and 1200 SAKs to the vendor for analysis over the course of the annual contract. However, the actual number could be more or less.

### **C.1 LABORATORY REQUIREMENTS**

- C.1.1.** The bidder's laboratory shall comply with the accreditation requirements in O.S. 74-150.37 and be accredited through an organization that adheres to the ISO/IEC 17025:2017 guidelines for forensic DNA testing. Protocols employed by the bidder's laboratory for forensic DNA testing shall meet the current Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories issued by the Federal Bureau of Investigation (FBI). The bidder shall also agree to adhere to the National DNA Index System (NDIS) Operational Procedures Manual, including the NDIS Acceptance Standards and Procedures when performing analysis on OSBI samples.
- C.1.2.** Prior to conducting DNA analyses, the qualified vendor shall guarantee compliance with confidentiality requirements set forth by the OSBI.
- C.1.3.** All data is the property of the OSBI and may not be used by the vendor without express written permission from the OSBI Lab Director. The vendor shall guarantee the confidentiality of the data generated in these cases and any information included with cases regarding any circumstances of or any individuals involved in these cases.
- C.1.4.** Vendor understands and agrees that in the performance of work or services under this agreement, or in contemplation thereof, vendor may have access to private or confidential information which may be owned or controlled by the OSBI and/or

participating agencies, and that such information may contain confidential details, disclosures, or sensitive information whose disclosure to or use by a third party will be damaging or illegal.

- C.1.5.** Vendor agrees that all confidential information disclosed by the OSBI to the vendor, shall be held in confidence and used only in performance of services under this agreement.
- C.1.6.** The confidentiality obligation shall survive the expiration or any termination of this agreement.
- C.1.7.** Vendor shall comply with all applicable State and Federal laws, rules and regulations; be accredited through an organization that adheres to the ISO/IEC 17025:2017 standards as well as related forensic-specific accreditation requirements; and specifically, the vendor and all staff shall comply with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories.
- C.1.8.** In accordance with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories, the OSBI Forensic Biology Discipline Technical Manager shall approve the technical specifications of the outsourcing agreement with the vendor before it is awarded. The vendor shall only use validated methods for all DNA analyses that have been developmentally and internally validated in accordance with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories and meet the SWGDAM validation guidelines for forensic DNA analysis methods as well as ISO 17025:2017 accreditation requirements. All instrumentation and procedures used by the vendor laboratory shall be validated by the vendor prior to the analysis of any casework samples from the OSBI. If, during the contract, the vendor completes the validation of new equipment and/or a new procedure and intends to use the equipment and/or procedure in the completion of this contract, they shall furnish the validation documentation to the OSBI for review within two weeks of completing the validation prior to use on OSBI casework. The OSBI Forensic Biology Discipline Technical Manager will review the validation and provide written authorization to utilize the equipment and/or procedure in the analysis of OSBI cases. Without express written authorization from the OSBI, the vendor shall not use any new equipment and/or procedure once the contract has begun.
- C.1.9.** OSBI reserves the right to inspect the vendor at any time during the term of this contract.
- C.1.10.** The vendor shall be willing to accept an annual, 1-2 day site visit by OSBI personnel to assess the vendor laboratory's ability to perform analysis on outsourced casework; the assessment shall include verifying the facilities, validation studies, compliance with procedures, and vendor staff qualifications. If the vendor needs to substitute or materially modify the procedures declared for use, they shall provide relevant validation studies to OSBI and obtain prior written approval before procedures are implemented on OSBI cases.
- C.1.11.** The vendor shall notify the OSBI within one week if any of their qualifications are diminished. This includes, but is not limited to, the loss of accreditation or key laboratory personnel.

## **C.2. SHIPPING**



- C.2.1.** Evidence shall be shipped by the OSBI to the vendor laboratory using an approved courier (e.g., FedEx, UPS, USPS, DHL) with documentation sufficient to maintain chain of custody, ensure the integrity of the samples, and guarantee timely delivery of samples. Each case shipped to the vendor shall have an OSBI barcode with the OSBI laboratory case number; all original containers shall be kept with the associated evidence. The cost for delivery of samples from the OSBI to the supplier laboratory shall be the responsibility of the OSBI. Vendor shall be required to sign for receipt of the package(s). This signature shall begin the 15 business day period for the vendor to verify the contents of the package(s) and notify OSBI of receipt and any issues with packaging during shipment. Vendor shall receive cases in quantities and intervals specified by the OSBI in consultation with the vendor upon award of the contract.
- C.2.2.** Vendor shall sign the OSBI Evidence Release Form for every case within 15 business days of physical receipt of the package(s) by the vendor to confirm receipt. Each signed OSBI Evidence Release Form shall be returned to the OSBI via secure file transmission.
- C.2.3.** Evidence, extracts (if applicable), and reagent blanks (if applicable) shall be returned to the OSBI Forensic Science Center via an approved courier within 60 calendar days of the vendor being notified by OSBI that the results/report for the case are satisfactory. No amplified DNA shall be returned to the OSBI. All evidence shall be properly packaged and sealed to prevent loss, contamination or deleterious change to the evidence. The method of shipment shall ensure the integrity of the evidence, allow for the chain of custody to be maintained, and guarantee timely delivery of the samples. Return shipping costs shall be the responsibility of the vendor. The vendor shall notify the OSBI point of contact regarding carrier, ship date, tracking number, and receiving address for returning evidence. Prior to all evidence returns, the OSBI point of contact shall be notified at least two days in advance along with a manifest of those cases being returned. Unless otherwise specified by the OSBI, return shipments of evidence shall not occur more frequently than monthly.
- C.2.4.** When available, all extracts and associated reagent blanks shall be returned to the OSBI for all questioned evidence items. Known item extracts and associated reagent blanks are not required to be returned to the OSBI. All returned extracts/reagent blanks shall be frozen and packaged on ice packs or dry ice upon return to the OSBI.
- C.2.5.** Questioned item extracts to be returned shall be properly packaged by unique OSBI case number in heat-sealed Kapak-type pouches or placed into zip-lock style plastic bags, such that tubes from no more than one item are in each pouch or bag. For each case, the pouches or bags containing the extracts from that case shall then be placed into a 6" x 9" manila envelope; more than one envelope may be used per case, if necessary. Each envelope shall be labeled with the case number and item numbers so that the contents may be easily identified. Associated reagent blank extract(s) to be returned shall be included with each unique OSBI case number in the same manner unless batch testing is performed, in which case, the reagent blank(s) shall be packaged with one case associated in a batch of cases. Labeling shall be added to all other batch case extract packaging identifying the OSBI case number that contains the associated batch reagent blank extract(s); this information shall be included within the applicable case files as well. Questioned and known extracts (if applicable) may be packaged together as long as they are separated within the inner packaging.
- C.2.6.** Upon notification from the OSBI, with or without completing the analysis, the vendor shall return evidence to the OSBI within one week.

### **C.3. OKLAHOMA SEXUAL ASSAULT KIT TRACKING SYSTEM (OSAKTS)**

- C.3.1.** The awarded vendor shall receive training on how to use and update the Oklahoma Sexual Assault Evidence Collection and Kit Tracking System (OSAKTS) (<https://sakt.osbi.ok.gov>) to reflect the date the vendor receives the SAK and the date the SAK is sent back to the OSBI. The vendor shall update the Oklahoma Sexual Assault Evidence Collection Kit Tracking System with 15 business days of physical receipt of the kit and prior to shipping back to the OSBI.

### **C.4. SAMPLE ANALYSIS**

While the evidence submitted in sexual assault cases may be somewhat variable from case to case, the OSBI requires the following direct-to-DNA analysis practice be adhered to by the vendor in the analysis of sexual assault evidence kits (SAKs):

#### **C.4.1. All cases:**

- C.4.1.1.** The vendor shall use no more than 50% of any questioned evidence item or sub-sample within a SAK for analysis unless prior approval is received from the OSBI Forensic Biology Discipline Technical Manager. Such approval shall be documented in writing and maintained in the case file. Based on quantitation results, if using more than 50% of a sample, written approval shall be received from the OSBI Forensic Biology Discipline Technical Manager prior to analysis of the questioned sample, documented, and maintained in the case file. All items consumed shall be photographed (prior to analysis being performed), with scale, and the photograph(s) shall be maintained in the case file (electronically).
- C.4.1.2.** The vendor shall make an electronic copy of any medicolegal records/paperwork contained in a SAK. The electronic copy of this documentation shall be included as part of the case file submitted to OSBI upon completion of the case. Original documentation shall be returned inside the original evidence packaging.
- C.4.1.3.** The vendor shall maintain a chain of custody for each item throughout its time at the vendor facility.
- C.4.1.4.** The vendor shall itemize and describe all items of evidence received in the case file. The description of evidence opened and analyzed shall include, at a minimum, the amount and color of staining present. For example, if item 1 is vaginal swabs, a suitable description would be "four swabs, each stained light yellow over ~1/2 of the swab." The OSBI case number, item number, container letter or other identifying number shall be associated with the vendor's item number in all case file documentation. Each item in a SAK shall be differentiated from the other items in some manner to allow for unambiguous identification.
- C.4.1.5.** All evidence packaging shall be clearly marked with the case number and item(s) contained within the package. The vendor shall use 2" clear Duck Brand HP 260 tape or tamper resistant red evidence tape to seal all evidence packaging (with the exception of the heat seals of the Kapak-type containers for DNA extracts) prior to returning it to OSBI. All tape and heat seals shall be initialed on top of the tape/heat seal.

- C.4.1.6. Extraction methods for each case or sample shall be based upon case scenarios as available in paperwork provided, such as the medicolegal records and/or police reports. Samples where seminal fluid may be present shall be extracted with a differential extraction method. Samples more appropriate for contact DNA (i.e. not suspected to have seminal fluid present based on available case information) may be extracted with a standard (non-differential) extraction method.
- C.4.1.7. All DNA shall be isolated and diluted (if necessary) using a buffer, preferably TE<sup>-4</sup>, that will help to preserve the extracted DNA.
- C.4.1.8. All forensic samples shall be quantified to determine the amount of human and human male DNA present prior to nuclear DNA amplification. For differential samples, both the epithelial and sperm fractions shall be quantified. The vendor shall use a validated quantification method, which uses quantification standards and allows for assessment of relative amounts of male DNA, as well as overall DNA quantity present and degradation. If a virtual or external standard curve is utilized, a calibrator shall be run concurrently with the samples. Preference shall be given to laboratories using Quantifiler Trio. Quantification of human DNA for known reference samples shall not be required if the vendor has a validated system (e.g. direct amplification) that produces acceptable data.
- C.4.1.9. If the results of the quantitation are outside the range of the standards, then the test shall be repeated, taking appropriate steps to bring the sample(s) within the range (i.e. dilute and re-quantitate). When necessary, based on quantitation results and PCR kit(s) used, an extract shall be concentrated along with an associated reagent blank and amplified in its entirety. The final concentration volume of a reagent blank (or sample) used for amplification may not be less than the maximum volume of the amplification kit to be used.
- C.4.1.10. The vendor shall perform nuclear DNA testing with the STR GlobalFiler PCR Amplification Kit and/or Y-STR Yfiler Plus PCR Amplification Kit for samples using full-volume amplification reactions, as applicable, based on quantification results. For samples where a differential extraction is performed, the vendor may elect to amplify only the probative fraction (i.e. sperm fraction) based upon quantification results if it is likely that the only information to be obtained from the analysis of the opposing fraction would be to establish that the swab was collected from the indicated individual; the analysis performed on the sample shall be adequately documented in the case file and reported.
- C.4.1.10.1. The vendor shall attempt to obtain a fully interpretable DNA profile, with all alleles above vendor laboratory-defined stochastic threshold at the 20 expanded CODIS core loci, at a minimum, for all amplified samples (questioned and known samples).
- C.4.1.10.2. If the first amplification attempt is not successful (as defined above) and available extract remains, the vendor shall re-amplify sample(s) as needed in an effort to obtain full profiles. This testing shall be performed at the vendor's expense.
- C.4.1.10.3. Preference shall be given to vendors using Applied Biosystems 3500 Genetic Analyzers and analyzing data with GeneMapper *ID-X* software (version 1.5).
- C.4.1.11. The vendor shall not interpret multi-person DNA mixture profiles of more than three sources; mixture profiles consisting of a maximum count of six alleles/locus may be

interpreted. The vendor may not use probabilistic genotyping software to perform interpretation of complex mixtures.

- C.4.1.12. OSBI shall provide the statistical program after award of the contract for the purpose of calculating STR statistics on all appropriate OSBI samples. This program is called OSBI Stats and is used to calculate random match probability and probability of inclusion, as applicable. This program and user's guide are the sole property of the OSBI and are not to be used on cases other than OSBI cases. It is not to be duplicated, modified or copied without the direct written consent of the OSBI Forensic Biology Discipline Technical Manager.
- C.4.1.13. Y-STR statistics shall be calculated using the Y-Chromosome Haplotype Reference Database (YHRD) for partial or full (complete) single source Y-STR profiles and major components of Y-STR mixtures.
- C.4.1.14. For all cases, the vendor shall perform both technical and administrative reviews of the results/report prior to submitting to the OSBI.
- C.4.1.15. The vendor shall complete analysis within 60 days of receiving the case unless otherwise specified by the OSBI in consultation with the vendor.
- C.4.1.16. In cases where Y-STR analysis is the recommended method, if a suspect known is not present, the vendor shall obtain permission from the OSBI Forensic Biology Technical Manager before performing Y-STR analysis.

#### **C.4.2. For female sexual assault kits:**

- C.4.2.1. The vendor shall perform Y-Screening using a qPCR total human: male quantification assay on the three most probative swabs/evidence items in the SAK (excluding the reference sample), if available. All swabs taken from the same area are considered one evidence item for the purposes of counting probative evidence items. For example, if 4 vaginal swabs are present in the kit, this would count as one of the most probative swabs/evidence items, no matter how many of the four individual swabs are analyzed via Y-screen. Vendor shall use medicolegal records/paperwork and/or other available case information when determining the best possible samples to analyze if more than three swabs/evidence items are present in the SAK.
  - C.4.2.1.1. STR processing, including autosomal STR and Y-STR analysis, shall be performed as determined by the Y-Screening results. If no male DNA is detected in a questioned sample, if the amount of male DNA is below a validated cut-off threshold amenable to STR typing cut-off threshold(s), or if the ratio of male:female DNA is below a validated cut-off threshold(s) for STR testing, all analysis may be terminated for the item.
  - C.4.2.1.2. The vendor shall select one to three of the most probative evidentiary samples for continued testing (as described below). Probative value shall be assessed using the results of the Y-Screening and the review of the medicolegal records/paperwork and/or other available case information. Preference should be given as follows:
    - i. Samples indicative of penetration (vaginal, rectal, oral)

- ii. Samples indicative of recent intimate body contact (external genitalia, breast swabs, etc.)
  - iii. Samples indicative of less intimate contact (neck, face, etc.)
- C.4.2.1.3. For single assailant cases – the vendor shall select one probative evidence sample and one victim reference sample, for amplification. If sample is suitable for autosomal STR testing, then Y-STR testing does not need to be performed.
- C.4.2.1.4. Under the following circumstances, the vendor shall take the three most probative evidence samples (or as many as available, up to three) and one victim reference sample for amplification. If male DNA is detected on each item, all three probative evidence items shall be taken on for amplification. If one or more samples are suitable for autosomal STR testing, then Y-STR testing does not need to be performed on other items.
- i. Multiple assailant cases
  - ii. Victim having consensual sex within 72 hours of the assault
  - iii. Victim losing consciousness
  - iv. Victim under 12 years of age or a mentally challenged adult
  - v. No medicolegal records/paperwork available for review

#### **C.4.3. For male sexual assault kits:**

- C.4.3.1. For single assailant cases, unless the case falls under one of the situations described in C.4.3.2. the vendor shall perform a standard or differential extraction on the one most probative swab/evidence item in the SAK (excluding the reference sample). All swabs taken from the same area are considered one evidence item for the purpose of counting probative evidence items. For example, two penile swabs would be considered one evidence item, no matter how many of the individual swabs are extracted. Vendor shall use medicolegal records/paperwork and/or other available case information when determining the best possible sample to analyze if more than one swab/evidence item are present in the SAK.
- C.4.3.1.1. Preference shall be given as follows based upon review of medicolegal records/paperwork and/or other available case information:
- i. Samples indicative of penetration (rectal, oral)
  - ii. Samples indicative of less intimate contact (neck, face, etc.)
- C.4.3.1.2. The vendor shall take one probative evidence sample and one victim reference sample for amplification
- C.4.3.2. Under the following circumstances the vendor shall perform a standard or differential extraction on three of the most probative swab/evidence item in the SAK (excluding the reference sample), if available, unless otherwise directed by the OSBI. All swabs taken from the same area are considered one evidence item for the purpose of counting probative evidence items. For example, two penile swabs would be considered one evidence item, no matter how many of the individual

swabs are extracted. Vendor shall use medicolegal records/paperwork and/or other available case information when determining the best possible sample to analyze if more than one swab/evidence item are present in the SAK.

- i. Multiple assailant cases
- ii. Victim having consensual sex within 72 hours of the assault
- iii. Victim losing consciousness
- iv. Victim under 12 years of age or a mentally challenged adult
- v. No medicolegal records/paperwork available for review

C.4.3.2.1. Preference shall be given as follows based upon review of medicolegal records/paperwork and/or other available case information:

- i. Samples indicative of penetration (rectal, oral)
- ii. Samples indicative of less intimate contact (neck, face, etc.)

C.4.3.2.2. The vendor shall take three probative evidence samples and one victim reference sample for amplification, unless otherwise specified by the OSBI

## **C.5. CONTROLS AND BATCH PROCESSING**

- C.5.1.** Questioned samples and reference samples may be batch processed or worked by individual case, at the discretion of the vendor. However, questioned samples and reference samples shall be processed at separate times or in separate physical spaces from each other (separated by time and/or space).
- C.5.2.** All quality control measures utilized throughout the DNA analysis process shall be in accordance with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories and included in the cost of analysis.
- C.5.3.** At least one reagent blank shall be analyzed for every set of samples extracted at the same time. All questioned samples processed concurrently (taking place at the same time with the same conditions, i.e. same time, same reagents/lots) shall be processed with at least one corresponding reagent blank. For differential extractions, this shall include both sperm fraction and epithelial fraction reagent blanks, and the reagent blank(s) from each fraction shall be independently evaluated with the corresponding fraction. All reference samples processed concurrently shall include at least one reagent blank. If more than one 96 well tray of samples is extracted at the same time, then one reagent blank shall be included with each tray, at a minimum.
- C.5.4.** Documentation by the vendor shall clearly indicate the case(s) / evidence to which a reagent blank extract(s) correspond.
- C.5.5.** At least one associated reagent blank with each extraction set shall be amplified using the maximum volume per amplification kit. If using multiple reagent blanks in an extraction set and all produce no signal during quantitation, then the reagent blank closest to the samples shall be amplified and characterized first. If a reagent blank in an extraction set demonstrates any signal during quantitation, the reagent blank with the greatest signal shall be amplified and characterized. Reagent blanks shall be treated in the most sensitive manner as the associated sample(s).

- C.5.6.** Every amplification set shall include at least one amplification positive control and one amplification negative control and shall be amplified concurrently using the same typing test kit on the same instrument as the samples. If more than one 96 well tray of samples is amplified at the same time, then one positive amplification control and negative amplification control shall be included with each tray, at a minimum.
- C.5.7.** An internal size standard (ILS) shall be included in every sample setup for genetic analysis.
- C.5.8.** Allelic ladder(s) shall be setup and injected with every batch of samples placed on the genetic analyzer together. If multiple 96 well trays are setup to be run together, there shall be one ladder per tray, at a minimum. The ratio of ladder injections to samples shall be such to allow proper sizing and analysis of the questioned and known samples.
- C.5.9.** All profiles derived from probative questioned samples shall be compared against vendor staff profiles to rule out possible contamination. The results of this check shall be documented by the vendor and included with the documentation submitted to OSBI.
- C.5.10.** The reagent blanks, amplification negative and positive controls, internal size standards (ILS), and ladders shall meet vendor acceptance criteria as defined in their protocols before the control(s) and all associated data are deemed acceptable. If the controls do not meet the expected values, the sample(s) associated with the control(s) shall be reanalyzed with a new control until all controls meet the expected values. No results shall be reported until all controls meet the expected values. Any repeated analysis performed due to control failure will be performed at no additional cost to the OSBI.
- C.5.11.** DNA typing results for questioned samples shall be verified and interpreted, to the extent reasonably possible, including determination of characteristics for use in statistics, prior to performing comparisons to reference samples.
- C.5.12.** The vendor shall document and evaluate all incidents of DNA contamination observed in the course of analysis of samples under this contract. Notification shall be made to the OSBI Forensic Biology Discipline Technical Manager no later than two (2) business days of the discovery of the contamination. If contamination is detected which impacts interpretation, the vendor shall repeat the analysis at no additional cost to the OSBI (permission to consume sample(s), if necessary, shall be obtained prior to reanalysis).
- C.5.13.** Unexpected profiles or suspected contamination shall be checked against the vendor laboratory's staff database.
- C.5.14.** The OSBI Forensic Biology Discipline Technical Manager shall be notified no later than two (2) business days in the event of suspected contamination involving an OSBI case or any deviation from policy deemed a non-conformance by the vendor laboratory's technical leader/quality management system 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 cost to the OSBI (permission to consume sample(s), if necessary, shall be obtained prior to reanalysis).
- C.5.15.** Vendor shall establish a point of contact with OSBI for communication regarding any technical questions that arise during analysis or review of vendor data by OSBI.
- C.5.16.** The vendor shall immediately notify OSBI of any significant events or nonconformities that could call into question the quality of the laboratory's work and/or the validity of the test results.

**C.5.17.** The vendor shall not enter, search or retain any profiles generated from OSBI evidence in a DNA database. One time search against a vendor staff database and/or batch samples for purposes of ruling out contamination is acceptable.

## **C.6. DOCUMENTATION AND DELIVERABLES**

The vendor shall be required to provide the following documentation and deliverables:

- C.6.1.** Unless otherwise specified by the OSBI, cases shall be worked in the order received.
- C.6.2.** The vendor shall issue a signed, court-ready report for each case, including both Y-Screening and DNA results (if applicable), according to their protocols. When applicable, the report shall include an interpretive statement for any DNA comparisons with known samples supported by statistical calculations for all inclusionary statements. Statistical calculations are not necessary for DNA profiles from intimate items where a presumed donor has been included; however, a statement shall be included in the report reflecting that due to the intimate nature of the item, the specified individual (e.g. victim) is presumed to be the source (or contributor) of the DNA profile. STR statistics will be reported using OSBI Stats (truncated to 3 significant figures). Y-STR statistics shall be reported as the observed value in the United States (Overall) using the "National Database (with Subpopulations) – United States" generated by the YHRD.
- C.6.3.** The vendor shall provide the following documentation to OSBI upon completion of casework. Documentation shall be electronic and transferred via a secure file sharing method. The vendor shall disclose their proposed method of transfer in their bid. Documentation shall be complete and clear enough that a qualified/authorized technical reviewer from the OSBI can understand exactly how the evidence was processed from the receipt of evidence through the completion of the report.
  - C.6.3.1. Electronic copy (PDF file) of technically and administratively reviewed case file and report (compliant with the current FBI Quality Assurance Standards for Forensic DNA Testing Laboratories, ISO/IEC 17025:2017 and these specifications)
  - C.6.3.2. Documentation of chain of custody for the time the evidence was at the vendor laboratory
  - C.6.3.3. Electronic copy of any medical legal records/paperwork contained in a SAK, if applicable
  - C.6.3.4. Documentation of equipment, reagent lot numbers, protocols used, and instrumentation
  - C.6.3.5. Documentation of quantification results for casework samples and controls
  - C.6.3.6. Documentation of control data (allelic ladders, internal lane standards, amplification controls, and reagent blanks)
  - C.6.3.7. Documentation of casework specific samples, including
  - C.6.3.8. Documentation of packaging and evidence sampling
  - C.6.3.9. Rationale for any samples where analysis was stopped (e.g. no male DNA, quantitation results below validated laboratory established threshold(s), etc.)
  - C.6.3.10. Amplification results for all amplified casework extracts



- C.6.3.11. Documentation of all interpretation of questioned samples, including major/minor determination and deduction based on a known contributor. Preference given to vendors who can provide questioned sample documentation in both bench notes and a GMID-X v1.5 project
- C.6.3.12. Statistical calculations, if applicable, for single source or mixture sample inclusionary statements
- C.6.3.13. Electronic copy of all raw data folders from genetic analysis
- C.6.3.14. The names and titles of all individuals that performed analysis on any aspect of the case
- C.6.4.** The vendor shall maintain a copy of all notes and data until termination of the contract or until notified by OSBI that materials received are satisfactory. Amplified DNA product shall be retained by the vendor until the OSBI has completed review of the data/results and given notification that post-amp products can be destroyed/discarded.
- C.6.5.** In the event that a reviewer from the OSBI needs additional documentation to facilitate reviewing a case, the vendor shall provide the requested documentation within 5 business days.
- C.6.6.** The vendor shall provide training to OSBI on the organization of case files. The training may be telephonic, web-based, or in-person.
- C.6.7.** The OSBI shall have 60 calendar days to review the data from receipt of completed analysis. If discrepancies or errors are discovered, the vendor laboratory shall have 30 calendar days, from the day the vendor is advised of the discrepancy or error, to address the discrepancy or error, unless a longer time period is approved by the OSBI Forensic Biology Discipline Technical Manager.

## **D. EVALUATION**

### **D.1. Availability of platforms/METHODOLOGIES & services**

This shall include a review of the proposed methodology and does the vendor utilize the preferred instruments, software, and kits. Also how well the vendor demonstrates a thorough understanding of the proposed project and if the vendor can meet the specified requirements.

### **D.2. EXPERIENCE**

This includes the overall experience of the laboratory staff and the amount of time the laboratory has performed casework with the appropriate platforms/methodologies (i.e. Globalfiler/Yfiler Plus kits)

### **D.3. THROUGHPUT**

This includes the total number of sexual assault kits that may be completed in a 60-day period, given the vendor's other caseload. The minimum acceptable throughput is 100 sexual assault kits in a 60-day period. Bids that cannot certify a throughput of at least 100 sexual assault kits in a 60-day period shall be deemed non-responsive.

#### **D.4. QUALITY**

This includes an evaluation of the following Quality Documents:

- D.4.1.** The current quality assurance policy/program (including quality manual and policies and procedures associated with this project), which shall demonstrate compliance with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories and ISO/IEC 17025:2017
- D.4.2.** A copy of the vendor laboratory's accreditation certificate and scope of accreditation
- D.4.3.** Last 2 external QAS audit documents, including responses (and most recent internal if > 1 year since last external) and last ISO/IEC 17025 assessment reports
- D.4.4.** A list of names and titles of personnel assigned to the project
- D.4.5.** Last 2 years of proficiency test records of the vendor laboratory staff who will be assigned to this project
- D.4.6.** Competency tests and continuing education of the vendor laboratory staff who will be assigned to this project
- D.4.7.** Any Corrective Action documentation for the last 2 years, including documentation of resolution or current status.

#### **D.5. CUSTOMER SERVICE**

This shall be evaluated by contacting references provided by the vendor and rating the references' responses. Each bid shall include at least three references that contracted with the supplier for the analysis of forensic casework, and at least one of these references shall be from a government agency that held a contract of similar size and scope with the supplier within the last 5 years. All references shall be contacted and the OSBI reserves the right to contact other customers not listed as references.

#### **D.6. PRE-AWARD SITE VISIT**

A pre-award site visit may be scheduled with those potential vendors that have met all requirements after the bids have been evaluated. The pre-award site visit may consist of the OSBI Forensic Biology Discipline Technical Manager and other agency personnel. Contact shall be made with a vendor laboratory's designated contact to arrange the site visit.

Vendor shall be notified in writing prior to the site visit as to the documentation that shall be required for review. Additional documentation may be requested at the time of the site visit as deemed necessary by the OSBI. The vendor shall be evaluated using the current FBI Quality Assurance Standards for Forensic DNA Testing Laboratories.

Failure of the vendor to satisfy initial pre-award site visit requirements shall preclude award of contact.

#### **E. INSTRUCTIONS TO BIDDER**

The following documentation shall accompany the proposal:

- E.1.** A copy of the responding vendor's two most recent external assessment results and disposition, including the FBI's Audit Document for the Quality Assurance Standards for Forensic DNA Testing Laboratories.
- E.2.** A copy of the responding vendor's most recent internal assessment results and disposition, including the FBI's Audit Document for the Quality Assurance Standards for Forensic DNA Testing Laboratories within the last 2 years.
- E.3.** A copy of the current Accreditation Certificate(s) and Scope of Accreditation.
- E.4.** 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: accessioning, sample collection and forensic DNA case analysis, including Y-Screening, STR/Y-STR. It shall be required that all personnel performing any analysis for OSBI be employed by the awarded vendor. Further, any analysis for OSBI shall be performed at the physical facility or facilities specifically identified in any contract resulting from this bid solicitation.
- E.5.** Written certification that vendor shall not subcontract any portion of the sample handling, processing, analysis, reporting, or review to any other laboratory/individual.
- E.6.** The vendor shall have a minimum of two qualified analysts performing each type of testing and analysis. Technical reviews performed by the vendor must be completed by qualified/authorized technical reviewers. The vendor shall provide CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who shall be performing testing or technical reviews on OSBI cases. If at any time, the vendor adds or changes qualified analysts working on OSBI case, the OSBI Forensic Biology Discipline Technical Manager shall receive and approve these modifications prior to the analysts working on any OSBI cases.
- E.7.** Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) within the last 2 years.
- E.8.** Documentation describing the responding vendor laboratory(s) maximum capacity per month to perform DNA testing and Y-Screening casework following the responding vendor's standard operating procedure. Capacity in excess of 100 cases in a 60 day period shall be noted. The responding vendor laboratory shall include its throughput history, noting the average number of DNA cases and Y-Screening cases the laboratory vendor has analyzed in the last 12 months. Return Attachment B "Throughput Worksheet" with bid.
- E.9.** A copy of the responding laboratory's current quality assurance manual(s) and standard operating procedure manual(s), however named, for evidence handling, Y-Screening and DNA testing including guidelines for STR DNA interpretation, mixture interpretations, statistical calculations, reporting, and technical review.
- E.10.** Validations or Performance Checks for all technologies, equipment, and methods utilized on OSBI casework.
- E.11.** A sample of the responding laboratory's chain-of-custody documentation and procedure(s) for conducting audits of evidence stored on site in examiner custody and evidence vault(s).
- E.12.** A summary of all contamination occurrences and non-conformities and corrective action reports/summaries for the laboratory for the past 2 years. Providing annual management

reports alone, without any additional documentation or information, will not be deemed sufficient to meet this requirement.

- E.13.** Bidder shall provide three reference names and phone numbers for similar projects the vendor has completed; at least one of these references must be from a government agency that held a contract of similar size and scope with the supplier within the last 5 years. (Attachment C)
- E.14.** Upon contract renewal, the following shall be provided to OSBI at the beginning of any contractual agreement and on an annual basis:
- E.14.1.** Copy of the current Accreditation Certificate(s) and Scope of Accreditation
  - E.14.2.** Results and disposition of any internal quality/technical audits within the last year
  - E.14.3.** Results and disposition of any external quality/technical assessments within the last year
  - E.14.4.** Corrective action reports/summaries within the last year
  - E.14.5.** Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) within the last year
  - E.14.6.** Organizational chart (if any changes within the last year)
  - E.14.7.** Quality Assurance Manual (if any changes within the last year)
  - E.14.8.** Standard Operating Procedures (if any changes within the last year)
  - E.14.9.** Any new validations or performance checks within the last year for all technologies, equipment, and methods to be utilized on OSBI casework
  - E.14.10.** CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who will be performing testing or technical reviews on OSBI cases (if any changes within the last year)
- E.15.** Please state on Attachment B; within how many days could your company start on this project after the contract has been awarded.

**E.16. RESPONSE**

Bidder must complete and return Bidder Response Form, Pages 2 & 3 and Certification for Competitive Bid and/or Contract (Non-Collusion Certification), Page 4.

**E.17. QUESTIONS**

All questions must be sent to Vernon Glover by e-mail at [vernon.glover@osbi.ok.gov](mailto:vernon.glover@osbi.ok.gov) no later than Tuesday, September 1st, 2020 by 3:00 P.M. CST.

**F. CHECKLIST**

**G. OTHER**

**H. PRICE AND COST**

Bids **SHALL** include all the following (at a minimum, Attachment A will be returned with bid):

Flat rate for analysis per case with a female victim, to include up to three questioned samples analyzed utilizing Y-screen with none of the questioned samples forwarded for DNA analysis;

Flat rate for analysis per case with a female victim, to include up to three questioned samples analyzed utilizing Y-screen with one of the questioned samples forwarded for DNA analysis

(extraction [differential or standard], quantitation, amplification [STR or Y-STR], genetic analysis) as well as the victim reference sample, if provided;

Flat rate for analysis per case with a female victim, to include up to three questioned samples analyzed utilizing Y-screen with two of the questioned samples forwarded for DNA analysis (extraction [differential or standard], quantitation, amplification [STR or Y-STR], genetic analysis) as well as the victim reference sample, if provided;

Flat rate for analysis per case with a female victim, to include up to three questioned samples analyzed utilizing Y-screen with three of the questioned samples forwarded for DNA analysis (extraction [differential or standard], quantitation, amplification [STR or Y-STR], genetic analysis) as well as the victim reference sample, if provided;

Flat rate for analysis per case with a male victim, to include one questioned sample forwarded for DNA analysis (extraction [differential or standard], quantitation, amplification [STR or Y-STR], genetic analysis) as well as the victim reference sample if provided;

Flat rate for analysis per case with a male victim, to include two or three questioned samples forwarded for DNA analysis (extraction [differential or standard], quantitation, amplification [STR or Y-STR], genetic analysis) as well as the victim reference sample if provided;

Rates for any case which requires additional testing to include:

- i. Flat rate for analysis of additional reference samples (consensual partners or suspect), comparison and statistical analysis submitted at the same time as the kit.
- ii. Flat rate for analysis of additional reference samples (consensual partners or suspect), comparison and statistical analysis submitted at a different time than the kit
- iii. Flat rate for expedited processing

## Attachment A

### Price Sheet

Each vendor shall provide a price for each and every enumerated item within the list below. Failure to do so may result in the Vendor's submission being deemed non-responsive. If there is no additional cost for addition testing, the vendor shall write "No Cost" in the price box for that item.

Item #	Description	Price
1	SAK with female victim—up to 3 Questioned Samples analyzed by Y-screen, 0 samples forwarded for DNA analysis	
2	SAK with female victim—up to 3 Questioned Samples analyzed by Y-screen, 1 sample forwarded for DNA analysis, and victim reference sample if provided	
3	SAK with female victim—up to 3 Questioned Samples analyzed by Y-screen, 2 samples forwarded for DNA analysis, and victim reference sample if provided	
4	SAK with female victim—up to 3 Questioned Samples analyzed by Y-screen, 3 samples forwarded for DNA analysis, and victim reference sample if provided	
5	SAK with male victim—1 Questioned Samples forwarded for DNA analysis and victim reference sample if provided	
6	SAK with male victim—2 or 3 Questioned Samples forwarded for DNA analysis and victim reference sample if provided	
7	Additional reference sample (Consensual Partner or Suspect Known, comparison and statistical analysis) per sample—submitted as the same time as the kit	
8	Additional reference sample (consensual partner or suspect known, comparison and statistical analysis) per sample—submitted at a different time than the kit	
8	Expedited Processing per case	

**Attachment B**  
**Timeline/Throughput Worksheet**

Subject to the requirements provided in D.3

Maximum capacity to perform DNA testing and Y-Screening casework following vendor's SOP	
_____ SA Kits per month	
Total Number of Sexual Assault Kits that may be completed in a 60-Day Period, given vendor's other caseload	
_____ SA Kits per 60-Day Period	
Average Number of DNA cases and Y-Screening Cases the vendor has analyzed in the last 12 months	
DNA Case	_____ Cases in last 12 months
Y-Screen Cases	_____ Cases in last 12 months
Expected turn-around time for separately submitted reference standards for comparison with prior testing	
_____ Days	
When can the vendor start this project?	
Within _____ Days of the contract being awarded	

**Attachment C**  
**Vendor References**

Vendor's Name: \_\_\_\_\_

Vendor must provide three (3) reference, one must be from a government agency that held a contract of similar size and scope within the last 5 years.

1. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_