



## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

November 9, 2022

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His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police to amend its contract **retroactively** with DNA Labs International (VC #307455-P001), 260 SW Natura Ave, 2<sup>nd</sup> Floor, Deerfield Beach, FL, in an amount not to exceed \$305,000.00, increasing the total contract amount from \$555,000.00 to \$860,000.00 and to exercise the two-year contract extension by extending its date from June 30, 2023 to June 30, 2025, effective retroactive to May 1, 2022 upon Governor and Council approval. The original contract was approved by Governor and Council on August 5, 2020 as Item #66. 73.77% Federal, 2.54% Agency Income, and 23.69% General.

Funds are available in the SFY2023 operating budget and contingent upon continued appropriations in SFY2024 through SFY2025 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>
02-23-23-234010-18760000 Dept. of Safety Div. of State Police – Cold Case Unit 103-502664 Contracts for Operational Services	\$ 0.00	\$10,000.00	\$10,000.00
02-23-23-234010-31270000 Dept. of Safety Div. of State Police – Backlog Reduction Program 103-502664 Contracts for Operational Services	\$75,000.00	\$150,000.00	\$ 0.00
02-23-23-234010-54120000 Dept. of Safety Division of State Police – Detective Bureau 103-502664-Contracts for Operational Services	<u>\$20,000.00</u> \$95,000.00	<u>\$20,000.00</u> \$180,000.00	<u>\$20,000.00</u> \$30,000.00
		<b>TOTAL</b>	<b>\$305,000.00</b>

### EXPLANATION

This contract is **retroactive** because forensic testing services not covered by the existing contract were required as part of an active and urgent homicide investigation conducted by the New Hampshire State Police Major Crimes Unit. This amendment provides for additional forensic testing services to assist New Hampshire State Police with forensic analyses of spent shell casings beyond the scope of the current New Hampshire State Police Forensic Laboratory testing services. In addition, the New Hampshire State Police wish to exercise the two-year option on the contract for the provision of forensic testing services to assist New Hampshire State Police with forensic analyses and the New Hampshire State Police Forensic Laboratory with the analysis of the State's backlog of sexual assault kits. The results of the forensic testing evidence will be used at trial and expert witnesses from DNA Labs International may be called upon to offer direct testimony. These scientific experts will also be subject to cross-

His Excellency, Governor Christopher T. Sununu  
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November 9, 2022  
Page 2 of 2

examination by defense counsel. It is essential to use an internationally accredited forensic laboratory that has a track record of providing reliable testing and subsequent testimony. These cases will be tried by the Attorney General's Office and the Department of Safety Prosecution Unit throughout the State of New Hampshire. DNA Labs International has been used by numerous law enforcement agencies and government forensic laboratories to process criminal casework, and the New Hampshire State Police has been pleased with DNA Labs International's performance to date.

The New Hampshire State Police Forensics Laboratory previously completed a rigorous, on-site evaluation of DNA Labs International and has determined DNA Labs International's laboratory standard operating procedures meet the FBI's Quality Assurance Standard (QAS) 17 and federal accreditation requirements. This assures that the NHSP Forensic Laboratory can continue to verify and take ownership of the DNA data obtained through testing, and for those results to be uploaded into the Combined DNA Index System (CODIS).

The Division of State Police released a Request for Proposal (RFP DOS 2020-06) which was advertised on the Purchase and Property website from April 8, 2020 through May 1, 2020. Proposals were received from Bode Technology, DNA Labs International, Gene by Gene, and Sorenson Forensics d/b/a Genetic Technologies with DNA Labs International submitting the qualified low bid.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety



**STATE OF NEW HAMPSHIRE**

**Department of Safety:**

**FORENSIC DNA TESTING SERVICES:**

**DOS – 2020-06**

**AMENDMENT #1**

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**New Hampshire Department of Safety**  
**Forensic DNA Testing Services**  
**DOS – 2020-06**  
**Amendment #1**

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**INTRODUCTION**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP **DOS – 2020-06**, on August 5, 2020, Item #66 (herein after referred to as the “Agreement”), DNA Labs International, Inc. (hereinafter referred to as “Contractor”) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Safety (hereinafter referred to as the “Department”), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to purchase additional services in the form of specialized DNA extraction and analysis for spent shells/cartridge casings for its Major Crimes Unit;

WHEREAS, the Contractor agrees to provide specialized DNA extraction and analysis capabilities for spent shells/cartridge casings;

WHEREAS, the Department and the Contractor wish to amend the contract **retroactively** to May 1, 2022 in order to assist with an ongoing homicide investigation;

WHEREAS, the Department and the Contractor also wish to exercise the two-year option to extend the original completion date from June 30<sup>th</sup>, 2023 to June 30<sup>th</sup>, 2025;

WHEREAS, the Department and the Contractor wish to increase the Contract price by \$305,000.00 to bring the total contract price to \$860,000.00;

WHEREAS, the Department and the Contractor seek to amend the Agreement.

**New Hampshire Department of Safety  
Forensic DNA Testing Services  
DOS – 2020-06  
Amendment #1**

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NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the State of New Hampshire General Provisions by extending the Completion Date from June 30, 2023 to June 30, 2025;
2. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$305,000.00 from \$555,000.00 to \$860,000.00;
3. The Agreement is further amended as described in Table 1:

<b>TABLE 1: AMENDMENT DETAILS</b>	
<b>Exhibit B</b>	<b>AMENDED TEXT</b>
<b>Scope of Services</b>	
<b>Paragraph 1</b>	DNA Labs International (Contractor) of Deerfield Beach, FL is being contracted by the Department of Safety, Division of State police (State Agency) to provide forensic testing services to assist the New Hampshire State Police (NHSP) Forensic Laboratory (NHSPFL), the NHSP Cold Case Unit, and the NHSP Major Crimes Unit with forensic analyses beyond the scope of the current New Hampshire State Police Forensic Laboratory (NHSPFL) testing services. The Contractor shall provide analysis of the State's backlog of sexual assault kits, and specialized DNA extraction and analysis for cartridge casings.
<b>Paragraph 2</b>	The Contract will be amended <b>retroactively</b> and become effective as of May 1, 2022, upon Governor and Council approval, extending through June 30, 2025.
<b>Technical Specifications additions:</b>	<ul style="list-style-type: none"> <li>o Spent Shell Casing Accessioning/Screening/Analysis – The Contractor shall, using a sterile buffer solution to extract DNA from spent shell casings, perform base screening and sample preparation, and perform DNA analysis on the samples obtained.</li> <li>o Capacity for analyses <ul style="list-style-type: none"> <li>▪ NHSP – 25 shell casings (approximate)</li> </ul> </li> </ul>

New Hampshire Department of Safety  
Forensic DNA Testing Services  
DOS – 2020-06  
Amendment #1

<b>Exhibit C</b>	<b>AMENDED TEXT</b>
<b>Pricing and Payment Terms</b>	
<b>Paragraph 2</b>	The Department of Safety, Division of State Police agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance. The Contractor agrees not to exceed \$860,000.00
<b>Pricing Table</b>	See attached table

<b>TABLE 2: CONTRACT HISTORY</b>				
<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C APPROVAL DATE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
	Amendment #1	Pending	June 30, 2025	\$860,000.00
SP-FL-06-2020-01	Original Contract	August 05, 2020	June 30, 2023	\$555,000.00

New Hampshire Department of Safety  
Forensic DNA Testing Services  
DOS – 2020-06  
Amendment #1

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**CONTRACTOR**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Kirsten Charlson

Date: 10-19-2022

Kirsten Charlson, President  
DNA Labs International

**STATE OF NEW HAMPSHIRE**

Steven R. Lavoie

Date: 11/9/22

Steven R. Lavoie, Director of Administration  
State of New Hampshire  
Department of Safety

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

[Signature]  
State of New Hampshire, Department of Justice

Date: 11/18/22

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

Office of the Secretary of State

\_\_\_\_\_

Date: \_\_\_\_\_

State of New Hampshire, Department of Administration

DLI - Updated Price list INCLUDING SPENT CASING TESTING

Base Contract Term						Optional Term			
FY2021 (July 1 2020 - June 30, 2021)		FY2022 (July 1 2021 - June 30, 2022)		FY2023 (July 1 2022 - June 30, 2023)		FY2024 (July 1 2023 - June 30, 2024)		FY2025 (July 1 2024 - June 30, 2025)	
Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks

Category	FY2021	FY2022	FY2023	FY2024	FY2025
Confirmatory Serological Testing:					
Screening for the presence of blood, semen, saliva or hair examination					
Small item (i.e. swab, underwear)	\$ 67.50	\$ 145.00	\$ 72.50	\$ 165.00	\$ 87.50
Large item (i.e. clothing, bedding, > 10 hairs)	\$ 397.50	\$ 715.00	\$ 357.50	\$ 735.00	\$ 390.00

DNA Screening:					
Extraction and quantitation of evidence sample DNA only	\$ 147.50	\$ 305.00	\$ 152.50	\$ 315.00	\$ 157.50

STR and YSTR DNA Analysis:					
Evidence sample	\$ 207.50	\$ 415.00	\$ 207.50	\$ 495.00	\$ 247.50
Skeletal remains in particular	\$ 397.50	\$ 820.00	\$ 410.00	\$ 845.00	\$ 422.50
Reference sample	\$ 97.50	\$ 205.00	\$ 102.50	\$ 215.00	\$ 107.50
DNA Extract with Reagent Blank	\$ 207.50	\$ 415.00	\$ 207.50	\$ 495.00	\$ 247.50
Additional cost for second STR technology	\$ 207.50	\$ 415.00	\$ 207.50	\$ 495.00	\$ 247.50

Sexual Assault Kit Testing (Fusion 5C or YSTR Analysis):					
Per kit including serology testing or Y screening	\$ 447.50	\$ 920.00	\$ 460.00	\$ 945.00	\$ 472.50
Per kit not including serology testing or Y screening	\$ 347.50	\$ 715.00	\$ 357.50	\$ 735.00	\$ 367.50

Mitochondrial DNA (mtDNA) Sequencing:					
Extraction and quantitation of evidence sample DNA only	\$ 147.50	\$ 305.00	\$ 152.50	\$ 315.00	\$ 157.50
Evidence sample	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50
Hair sample mounted on slide in particular	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50
Bone, teeth, and unmounted hair samples in particular	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50
Reference sample	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50
DNA Extract with Reagent Blank	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50

AMENDED PRICING FOR SPENT SHELL TESTING

Category	FY2021	FY2022	FY2023	FY2024	FY2025
Spent Shell-Live Round Sample screening and STR DNA Analysis:					
Per Case - Cartridge/Shell Casing Case - Base Cost	n/a	n/a	n/a	n/a	\$ 995.00
Small Cartridge Casing - per casing cost	n/a	n/a	n/a	n/a	\$ 495.00
Large Rifle Cartridge Casing - per casing cost	n/a	n/a	n/a	n/a	\$ 695.00
STR DNA sample testing	n/a	n/a	n/a	n/a	\$ 995.00

Expert Witness - Full Day	Fully loaded rate (no additional reimbursable costs)	\$ 2,850
Expert Witness - Half Day	Fully loaded rate (no additional reimbursable costs)	\$ 1,425
Expert Witness (Local) - Full Day	Fully loaded rate (no additional reimbursable costs)	\$ 2,850
Expert Witness (Local) - Half Day	Fully loaded rate (no additional reimbursable costs)	\$ 1,425
Consulting (off-site)	/ Hour	\$ 325
Case Handling Fee (no testing)	/ Hour	\$ 325

M-Vac Testing (per sample)	\$ 647.50	\$ 1,295.00	\$ 647.50	\$ 1,295.00	\$ 647.50
M-Vac Filter Testing (per sample)	\$ 247.50	\$ 495.00	\$ 247.50	\$ 495.00	\$ 247.50
STR Mix (per case)	\$ -	\$ -	\$ -	\$ -	\$ -
Probabilistic Genotyping- Other	\$ -	\$ -	\$ -	\$ -	\$ -
Genetic Genealogy	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
Whole Genome Testing	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -
Microarray Testing	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Small Amplicon Testing (per sample)	\$ 447.50	\$ 895.00	\$ 447.50	\$ 895.00	\$ 447.50
Animal STR Testing (per sample)	\$ -	\$ -	\$ -	\$ -	\$ -

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DNA LABS INTERNATIONAL, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on May 19, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 842456

Certificate Number : 0005879518



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



DNA LABS  
INTERNATIONAL

700 W HILLSBORO BLVD, BLDG 3, DEERFIELD BEACH FL 33441 954 426 5163

### Resolution Of DNA Labs International

Resolved, that the President of this Company, Kirsten Charlson, will be hereby authorized and empowered to enter into a contract for DNA Laboratory Services with Department of Safety, Division of State Police, New Hampshire, in the name of and on behalf of this Company, upon such terms and conditions as may be agreed upon, at the sole discretion of the President, Kirsten Charlson.

The President, Kirsten Charlson is the sole member of the Board of Directors, as such, she is the only officer of the company whereby she encompasses and takes responsibility for all other mentioned officer job titles in DNA Labs International By-Laws.

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

The undersigned hereby certifies that she is duly elected and qualified as the custodian of the books and records and seal of DNA Labs International, an S Corporation located in Florida. This said resolution is now in full force and effect without modification or rescission.

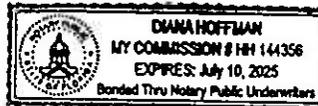
IN WITNESS WHEREOF, I have executed my name as Secretary this 5<sup>th</sup> day of October, 2022.

Secretary: *Kirsten Charlson*

Name: Kirsten Charlson

Notary: *Diana Hoffman*      *October 5, 2022*

Name: Diana Hoffman





**DESCRIPTIONS (Continued from Page 1)**

**\*\*Insurer (B) Scheduled equipment coverage - Policy #21MSZP8249  
5% wind/hail deductible, \$1,000 all other perils**

**\*\*\*Insurer (C) Cyber Liability - Claims made | Full Prior Acts | Knowledge date 10/11/2019  
\$5,000 deductible**





**ROBERT L. QUINN**  
**COMMISSIONER OF**  
**SAFETY**

**State of New Hampshire**

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 (603) 271-2791

RQ# 203481

G&C Item 66  
 08-05-2020

June 18, 2020

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council,  
 State House  
 Concord, NH 03301

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with DNA Labs International (VC #307455-P001), 260 SW Natura Ave, 2<sup>nd</sup> Floor, Deerfield Beach, FL in an amount not to exceed \$555,000.00 for the provision of forensic testing services to assist New Hampshire State Police with forensic analyses and the New Hampshire State Police Forensic Laboratory with the analysis of the State's backlog of sexual assault kits. Effective upon Governor and Council approval through June 30, 2023 with an option to extend for one (1) two-year period at the sole decision of the State. Funding source: 94.59% Federal, 5.41% General.

Funds are available in SFY2021 operating budget and contingent upon availability and continued appropriations in SFY2022 and SFY2023 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>
02-23-23-234010-18760000 Dept. of Safety – Div. of State Police – Cold Case Unit GF	\$10,000.00	\$10,000.00	\$10,000.00
103-502664 Contracts for Operational Services – Contract Repairs; Machine, Equip.			
02-23-23-234010-31270000 Dept. of Safety – Div. of State Police – Backlog Reduction Program	<u>\$175,000.00</u>	<u>\$175,000.00</u>	<u>\$175,000.00</u>
103-502664 Contracts for Operational Services – Contract Repairs; Machine, Equip.	\$185,000.00	\$185,000.00	\$185,000.00
		TOTAL	\$555,000.00

Explanation

This contract provides forensic testing services to assist New Hampshire State Police with forensic analyses beyond the scope of the current New Hampshire State Police Forensic Laboratory testing services and the New Hampshire State Police Forensic Laboratory regarding the analysis of the State's backlog of sexual assault kits. The results of the forensic testing evidence will be used at trial with expert witnesses from DNA Labs International being called upon as needed to offer direct testimony. These scientific experts will also be subject to cross examination by defense counsel. Therefore, it is essential to use an internationally accredited forensic laboratory that has a track record of providing reliable testing and subsequent testimony. DNA Labs International has been used by numerous law enforcement agencies and government forensic laboratories to process criminal casework. These cases are tried by the Attorney General's Office and the Department of Safety Prosecution Unit throughout the State of New Hampshire.

The Division of State Police released a Request for Proposal (RFP DOS 2020-06) which was advertised on the Purchase & Property website from April 8, 2020 through May 1, 2020. Proposals were received from Bode Technology, DNA Labs International, Gene by Gene, and Sorenson Forensics d/b/a Genetic Technologies with DNA Labs International submitting the qualified low bid.

Respectfully submitted,

Robert L. Quinn  
 Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS 2020-06	SERVICES BID: Forensic DNA Testing
DATE POSTED: 4/8/2020	DATE CLOSED: 5/1/2020

RFP SCORING SUMMARY						
RFP CRITERIA	MAX # OF PCTS	VENDOR NAME BODE TECHNOLOGY	VENDOR NAME DNA LABS	VENDOR NAME GENE BY GENE	VENDOR NAME SORENSON FORENSICS	VENDOR NAME*
1. QUALITY	20	20	20		19.6	
2. REPORTING	15	15	14.8		14.8	
3. DATA	15	15	15		14.8	
4. CAPACITY	10	10	10		10	
5. BASE CONTRACT COSTS	40	24	39.4		32.8	
TOTAL POINTS	100	84	99.2	NON-COMPLIANT	92	

99.2

DEFINITIONS OF EACH SCORING CRITERIA
1. Quality - is defined as the Vendors ability to provide proof of their accreditation, a current FBI on-site visit, and all audit documentation to demonstrate compliance with FBI QAS Standard 17.
2. Reporting - is defined as written communication of when case results are or will be delivered, case report format, and a plan of expected verbal communication between the vendor laboratory and NHSP and NHSPFL.
3. Data - is defined as outlining an acceptable data delivery system, ability to provide NHSPFL with training on the contents of data generated on NHSPFL cases, and a plan of adherence to the criteria for ownership of data by NHSPFL.
4. Capacity - is defined as the Vendors laboratory's ability to meet the minimum case capacity anticipated per year for both NHSP and NHSPFL.
5. Base Contract Costs - Total Costs

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION/TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Sgt. Matthew Koehler	Sergeant Matthew Koehler has over 20 years of investigative experience with the New Hampshire State Police. He started his career as a patrol Trooper, assigned to the Northernmost two counties in New Hampshire. He was assigned as a K-9 handler for 8.5 years and also served as a Field Training officer and a member of the SERT unit. He has been a member of the Major Crime Unit since 2011. He has worked on a multitude of active and historic homicides throughout his career. He was assigned as Commander of the NH Cold Case Unit in 2018, and manages the 130 unsolved homicide, and missing person cases, designated by the New Hampshire Attorney General's Office. Sgt. Koehler has a Bachelor of Science degree from the University of New Hampshire.

\* If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

Sgt. Matthew Amalucci	Sergeant Matthew Amalucci has over 15 years of New Hampshire Law Enforcement experience and has been a member of the Major Crime Unit for nearly 5 years. He has a Bachelor of Arts degree in Criminal Justice from Saint Anselm College and a Master's degree in Justice Administration from Norwich University. He is a graduate of the 139 <sup>th</sup> Full Time New Hampshire Police Academy and began his career with the Somersworth Police Department. During his tenure in Somersworth he held the rank of patrol Sergeant for approximately 5 years. In 2012 he was hired by the New Hampshire State Police and in 2015 was transferred into the Major Crime Unit. In 2016 he became a polygraph examiner and is currently the Polygraph Unit Commander for the State Police. In 2018 he was promoted to the rank of Detective Sergeant, tasked with overseeing active homicide and suspicious death investigations as well as officer involved shooting investigations.
Megan O'Donnell	Criminalist III with the New Hampshire State Police Forensic Laboratory and unit supervisor of the Forensic Biology Unit. She has been with New Hampshire for four years and in the field of forensic biology for eleven years.
Alicia Morakis	Criminalist in Forensic Biology since 2008; CODIS State Administrator
Katie Swango	DNA Criminalist II since 2008; DNA technical leader since November 2018 CODIS alternate state administrator since summer 2019

\* If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.

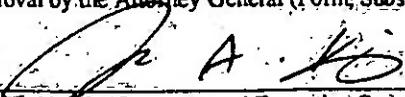
Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**IDENTIFICATION:**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name DNA Labs International		1.4 Contractor Address 260 SW Natura Ave, 2 <sup>nd</sup> Floor Deerfield Beach, FL 33441	
1.5 Contractor Phone Number 954) 426-5163	1.6 Account Number AU 1876 / 3127	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$555,000.00
1.9 Contracting Officer for State Agency Cynthia Hagerly		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature  Date: 6-4-2020		1.12 Name and Title of Contractor Signatory Kirsten Charlson, President	
1.13 State Agency Signature  Date: 7/15/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/20/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B  
SCOPE OF SERVICES**

DNA Labs International (Contractor) of Deerfield Beach, FL, is being contracted by the Department of Safety, Division of State Police (State Agency) to provide forensic testing services to assist New Hampshire State Police (NHSP) with forensic analyses beyond the scope of the current New Hampshire State Police Forensic Laboratory (NHSPFL) testing services and the NHSPFL with the analysis of state's backlog of sexual assault kits.

The Contract will become effective upon Governor and Council approval through June 30, 2023. The Contract may be extended for one (1) two-year term at the option of the State Agency alone.

The State Agency will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Contractor shall provide the following services:

**Technical Specifications**

- Serological testing (blood, semen, and saliva) or Y screening as needed for any samples or sexual assault kits proceeding to DNA analysis.
- Sexual Assault Kit Testing:
  - All samples on any plate-based procedure will contain only samples from New Hampshire submissions
  - Case details will be considered for all sexual assault kits in determining probative value for the samples contained within the kit
  - DNA extraction on every positively screened sample from a sexual assault kit
    - A positive screen may include traditional serological methods (blood, semen, or saliva, etc.) or Y screen testing
  - DNA quantitation on every sample that has been extracted
    - If after quantitation the female to male ratio better supports Y STR testing rather than traditional STRs, NHSPFL will be contacted to discuss best options for further testing
    - If after quantitation results support traditional STR testing, the PowerPlex Fusion 5C System will be used on the 3500 series genetic analyzer
  - If a mixture cannot be deconvoluted without the use of probabilistic genotyping, NHSPFL will be contacted to determine how to proceed
    - For cases approved for probabilistic genotyping, STRMix software will be used

- Ownership of DNA Data
  - With the exception of sexual assault kits, all testing that could result in possible CODIS upload must be pre-approved by NHSPFL
    - Upon submission of any New Hampshire case not submitted by NHSPFL for nuclear STR analysis with the goal of locating perpetrator DNA, the DNA Technical Leader or CODIS Administrator at NHSPFL must be contacted to ensure that CODIS-eligibility has been determined and documented, regardless of the submission of a known sample for direct comparison.
    - No testing on these samples may proceed prior to receiving notification of CODIS eligibility
  - Samples for potential CODIS entry must be tested using PowerPlex Fusion 5C System and run on the 3500xL Genetic Analyzer.
    - All amplifications must be in the full 25 µL volume.
    - No post-PCR processing of amplified samples will be accepted.
    - Samples must be analyzed with GeneMapper ID-X software. The 20% stutter filter may not be applied to any evidence samples.
    - If a reagent blank or negative amplification control must be re-run, all associated case samples must be re-run simultaneously as well, unless it is clearly documented that the control was re-run on the same instrument as the samples were originally run.
  - All analysts who work on New Hampshire cases must remain current with external proficiency testing for casework using the PowerPlex Fusion 5C system.
  - Upon completion, all bench notes, chain of custody, and data generated will be submitted to the NHSPFL for technical review prior to CODIS upload.
  
- Delivery of Data
  - Data and reports will be delivered electronically via the Contractor's FTP secure site.
  - For sexual assault kits, all reports will be delivered in batch format as follows:
    - Each kit/case will have an individual case report with supporting data.
    - All lab worksheets and control data will be delivered in a folder that is separate from the individual case reports and supporting data.
    - The case file data will reference the appropriate forms and control data applicable to the samples of the case.
  
- Quality Expectations
  - If during the course of the contract the accreditation certificate expires, the NHSPFL must be provided with information regarding re-accreditation in a timely manner. In no case shall an accreditation be allowed to lapse during the term of this contract or its options.
  - The NHSPFL must also be provided with any external audit documentation and the laboratory's responses to any findings that are generated for the length of the contract. Such audit documentation shall be provided to NHSPFL no later than one month from the date the documentation is received by the contractor.
  - Any quality issues, including but not limited to Corrective Actions, related to NHSPFL cases or analysts working on NHSPFL cases will immediately be brought to the attention of NHSPFL's technical leader.
  
- Capacity for analyses
  - Vendor shall have the capacity to complete at the minimum the following per fiscal year:
    - NHSP – 20 kits/cases (approximate)
    - NHSPFL – 150 (minimum) sexual assault kits/cases (approximate)

See Cost Proposal [Per RFB DOS 2020-06 Attachment A – Bid Offer (page 9) of the contract.

### Requirements

The Contractor is responsible for supplying the State Agency with documentation demonstrating the accreditation to ISO/IEC 17025, General Requirements for the Compliance of Testing and Calibration Laboratories, with a Scope of Accreditation pertinent to the testing to be provided.

The Contractor is responsible for supplying the State Agency with documentation demonstrating they are current with the FBI Onsite Vendor Laboratory Visit Program (OVP) for Outsourcing in accordance with the FBI QAS Standard 17 and NDIS.

### Deliverables

Deliverable #	Deliverable	Duration
1	Initial Set Up	After 7/1/2020
2	On-Site Project Meeting	On or around 7/15/2020
3	Transmission of Data	After 7/1/2020 – on going
4	Changes and Modifications of Procedures	After 7/1/2020 – on going

#### Task 1 – Initial Set up

The objective of the initial set up is to address the Contractor's accreditation, review documentation from an FBI onsite program visit, compliance with the FBI's Quality Assurance Standards for Forensic Testing Laboratories, particularly Standard 17, and NDIS requirements.

##### Deliverable 1

All data related to the above will be provided to the Forensic Biology Technical Leader for review and approval before testing will commence. This shall include: most recent external audit, current ISO accreditation certificate including scope of testing, validation studies for PowerPlex Fusion 5C System on 3500 series, and any changes or modifications to methods or software since the initial validation, standard operating procedures for amplification, analysis and interpretation.

#### Task 2 – On-Site Project Meeting

The objective of the On-Site Project Meeting will serve to establish proper communication channels for outsourcing and all topics related to data and reports for NHSP cases and the sexual assault kit project.

##### Deliverable 2

Attendance by the Contractor, NHSP, and NHSPFL is required. The meeting will review the scope of the testing to be done, define the details of laboratory analysis and data interpretation, and provide training on the contents of documentation of testing that NHSP and NHSPFL will receive upon completion of testing.

#### Task 3 – Transmission of Data

The Contractor will use an FTP to deliver all reports and any additional requested data related to NHSP and NHSPFL cases and sexual assault kits.

**Deliverable 3**

Upon the completion of cases or sexual assault kit batches, the Contractor will provide all serological, extraction, amplification, and electrophoresis information, including electropherograms and raw data as needed.

**Task 4 – Changes and Modification of Procedures**

Any material modifications, procedural changes, software upgrades, etc. will be communicated to NHSPFL immediately. NHSPFL will be given time to review the changes before work resumes on any New Hampshire evidence.

**Deliverable 4**

All data related to the above will be provided to the Forensic Biology Technical Leader for review and approval before testing continues.

**Subcontractors**

The Contractor shall identify all Subcontractors to deliver required services subject to the terms and conditions of this RFP.

The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State Agency will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

At the time of submission, DNA Labs International has identified one sub-contractor for this Contract. Gene by Gene will be responsible for SNP and Whole Genome Sequencing. This Subcontractor is CLIA and AABB accredited.

**Gene by Gene**  
1445 North Loop West, Suite 820  
Houston, TX 77008  
(713) 474-2401 or (832) 422-0004

**EXHIBIT C  
PRICING AND PAYMENT TERMS**

The contractor shall invoice the Department of Safety, Division of State Police as work is completed during the contract period.

The Department of Safety, Division of State Police agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance. The Contractor agrees not to exceed the contract total of \$555,000.00.

Attachment A - Bid Offer - Section VI - Cost Proposal

Ref ID		Base Contract Term						Optional Term				Base Contract Term Average Cost
		FY2021 (July 1 2021 - June 30, 2021)		FY2022 (July 1 2022 - June 30, 2022)		FY2023 (July 1 2023 - June 30, 2023)		FY2024 (July 1 2024 - June 30, 2024)		FY2025 (July 1 2025 - June 30, 2025)		
		Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	
<b>Confirmatory Serological Testing:</b>												
	Screening for the presence of blood, semen, saliva or hair examination											
1	Small items (i.e., comb, underwear)	\$ 135.00	\$ 47.50	\$ 145.00	\$ 57.50	\$ 153.00	\$ 57.50	\$ 165.00	\$ 61.50	\$ 175.00	\$ 67.50	\$ 145.00
2	Large items (i.e., clothing, bedding, > 10 hairs)	\$ 795.00	\$ 297.50	\$ 715.00	\$ 257.50	\$ 735.00	\$ 267.00	\$ 755.00	\$ 277.50	\$ 780.00	\$ 290.00	\$ 748.33
<b>DNA Screening:</b>												
3	Extraction and quantitation of evidence sample DNA only	\$ 295.00	\$ 147.50	\$ 305.00	\$ 152.50	\$ 315.00	\$ 157.50	\$ 330.00	\$ 165.00	\$ 345.00	\$ 172.50	\$ 305.00
<b>STR and YSTR DNA Analysis:</b>												
4	Evidence sample	\$ 415.00	\$ 207.50	\$ 415.00	\$ 207.50	\$ 425.00	\$ 217.50	\$ 430.00	\$ 225.00	\$ 435.00	\$ 232.50	\$ 441.67
5	Skeletal remains in particular	\$ 795.00	\$ 297.50	\$ 820.00	\$ 310.00	\$ 845.00	\$ 322.50	\$ 870.00	\$ 335.00	\$ 895.00	\$ 347.50	\$ 820.00
6	Reference sample	\$ 195.00	\$ 67.50	\$ 205.00	\$ 102.50	\$ 215.00	\$ 107.50	\$ 225.00	\$ 112.00	\$ 235.00	\$ 117.50	\$ 205.00
7	DNA Extract with Reagent Blank	\$ 415.00	\$ 207.50	\$ 415.00	\$ 207.50	\$ 425.00	\$ 217.50	\$ 430.00	\$ 225.00	\$ 435.00	\$ 232.50	\$ 441.67
8	Additional cost for second STR technology	\$ 415.00	\$ 207.50	\$ 415.00	\$ 207.50	\$ 425.00	\$ 217.50	\$ 430.00	\$ 225.00	\$ 435.00	\$ 232.50	\$ 441.67
<b>Sexual Assault Kit Testing (Fusion IC or YSTR Analysis):</b>												
9	Per kit including serology testing or Y screening	\$ 695.00	\$ 247.50	\$ 720.00	\$ 260.00	\$ 745.00	\$ 272.50	\$ 770.00	\$ 285.00	\$ 795.00	\$ 297.50	\$ 720.00
10	Per kit not including serology testing or Y screening	\$ 695.00	\$ 247.50	\$ 715.00	\$ 257.50	\$ 735.00	\$ 267.00	\$ 755.00	\$ 277.50	\$ 780.00	\$ 290.00	\$ 715.00
<b>Mitochondrial DNA (mtDNA) Sequencing:</b>												
11	Extraction and quantitation of evidence sample DNA only	\$ 295.00	\$ 147.50	\$ 305.00	\$ 152.50	\$ 315.00	\$ 157.50	\$ 330.00	\$ 165.00	\$ 345.00	\$ 172.50	\$ 305.00
12	Evidence sample	\$ 1,685.00	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50	\$ 1,850.00	\$ 925.00	\$ 1,905.00	\$ 952.50	\$ 1,745.00
13	Hair samples mounted on slide in particular	\$ 1,685.00	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50	\$ 1,850.00	\$ 925.00	\$ 1,905.00	\$ 952.50	\$ 1,745.00
14	Bone, teeth, and unmounted hair samples in particular	\$ 1,695.00	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50	\$ 1,850.00	\$ 925.00	\$ 1,905.00	\$ 952.50	\$ 1,745.00
15	Reference sample	\$ 1,695.00	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50	\$ 1,850.00	\$ 925.00	\$ 1,905.00	\$ 952.50	\$ 1,745.00
16	DNA Extract with Reagent Blank	\$ 1,685.00	\$ 847.50	\$ 1,745.00	\$ 872.50	\$ 1,795.00	\$ 897.50	\$ 1,850.00	\$ 925.00	\$ 1,905.00	\$ 952.50	\$ 1,745.00

SCORE VALUE \$ 13,908.33

17	Expert Witness - Full Day	\$2,600.00	Fully loaded rate (no additional reimbursable costs)	\$2,650	Fully loaded rate (no additional reimbursable costs)
18	Expert Witness - Half Day	\$1,300	Fully loaded rate (no additional reimbursable costs)	\$1,425	Fully loaded rate (no additional reimbursable costs)
19	Expert Witness (Local) - Full Day	\$2,600.00	Fully loaded rate (no additional reimbursable costs)	\$2,650	Fully loaded rate (no additional reimbursable costs)
20	Expert Witness (Local) - Half Day	\$1,300	Fully loaded rate (no additional reimbursable costs)	\$1,425	Fully loaded rate (no additional reimbursable costs)
21	Consulting (off-site)	\$250	/ Hour	\$125	/ Hour
22	Case Handling Fee (no testing)	\$600	/ Hour	\$325	/ Hour

Ref ID	Description	FY2021	FY2022	FY2023	FY2024	FY2025	Average Cost
01	M-Vol Testing (per sample)	\$ 447.50	\$ 447.50	\$ 447.50	\$ 447.50	\$ 447.50	\$ 447.50
02	M-Vol Flix Testing (per sample)	\$ 247.50	\$ 247.50	\$ 247.50	\$ 247.50	\$ 247.50	\$ 247.50
03	STR kit (per case)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	Probabilistic Genotyping - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	Genetic Genealogy	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
06	Whole Genome Testing	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
07	Mitochondrial Testing	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
08	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
09	Small Amplicon Testing (per sample)	\$ 895.00	\$ 447.50	\$ 895.00	\$ 447.50	\$ 895.00	\$ 447.50
010	Autosomal STR Testing (per sample)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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KAC  
 Contractor Initials  
 Date 6-4-2020



**DNA LABS**  
INTERNATIONAL

ISO/IEC 17025:2005 and FBI QAS DNA Laboratory

Visit our office at: 260 SW Natura Avenue, 2<sup>nd</sup> Floor, Deerfield Beach, FL 33441  
Send mail to: P.O. Box 910, Deerfield Beach, FL 33443  
P. 954.426.5163  
www.dnalabsinternational.com

### Corporate Resolution of DNA Labs International

I, Kirsten Charlson, hereby certify that I am duly elected President of DNA Labs International. I hereby certify that, the President, Kirsten Charlson is the sole member of the Board of Directors, as such, she is the only officer of the company whereby she encompasses and takes responsibility for all other mentioned job titles in DNA Labs International By-Laws.

Therefore, a meeting of the Board of Directors/shareholders, duly called and held on June 4, 2020, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Kirsten Charlson, President, is duly authorized to enter into contracts or agreements on behalf of DNA Labs International with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: JUNE 4, 2020

ATTEST: Kirsten Charlson

Kirsten Charlson, President

*We are here to help you solve crimes with DNA.*

*Family Owned & Run Business  
Founded 2004*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DNA LABS INTERNATIONAL, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on May 19, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 842456

Certificate Number: 0004925400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of June A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services 13515 Bell Tower Drive Fort Myers, FL 33907 239 433-4535	<b>CONTACT NAME:</b> Pam Gillmore <b>PHONE (A/C, No, Ext):</b> 239 433-7169 <b>E-MAIL ADDRESS:</b> pgillmore@mcgriffinsurance.com	<b>FAX (A/C, No):</b> 866 802-8680
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DNA Labs International, Inc. PO Box 910 Deerfield Beach, FL 33443	<b>INSURER A:</b> Evanston Insurance Company <b>NAIC #</b> 35378	
	<b>INSURER B:</b> Lloyds	
	<b>INSURER C:</b> Hartford Fire Insurance Company <b>19682</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: \$2,500 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SM935551	04/04/2020	04/04/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SM935551	04/04/2020	04/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			SM935551	04/04/2020	04/04/2021	*See Description
B	Cyber Liability			WN183443	10/11/2019	10/11/2020	\$500,000/\$2500 ded.
C	Equipment			21MSZP8249K3	05/26/2019	05/26/2020	\$619,421

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*Insurer (A) Professional Liability - Policy #SM935551  
 Professional Liability Limit #1 (occurrence): \$1,000,000 Deductible #1: \$2,500.00 per claim  
 Limit #2 (aggregate): \$3,000,000  
 Retroactive Date: 10/01/2009 Coverage Type: Claims Made

(See Attached Descriptions)

**CERTIFICATE HOLDER**      **CANCELLATION**

Dept. of Safety Div. of State Police 33 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**DESCRIPTIONS (Continued from Page 1)**

**\*\* Insurer (C) Scheduled equipment coverage - Policy #21MSZP8249  
5% wind/hail deductible, \$1,000 all other perils**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2020

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<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc.	
1 Adp Boulevard		<b>PHONE (A/C No, Ext):</b> 1-800-524-7024	<b>FAX (A/C, No):</b>
Roseland NJ 07068		<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Dna Labs International, Inc		<b>INSURER(S) AFFORDING COVERAGE</b>	
PO Box 910		<b>INSURER A:</b> Twin City Fire Insurance Company	
Deerfield Beach FL 33441		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 1534295 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	76WECAB3YTJ	03/18/2020	03/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire, Department of Safety-NH State Police 33 Hazen Drive Concord NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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