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State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT
COMMISSIONER

ROBERT L. QUINN
COMMISSIONER
OF SAFETY

June 9, 2025

Her Excellency, Governor Kelly A. Ayotte
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, Inc. (VC #307455-P001), Deerfield Beach, FL, in an amount not to exceed \$75,000.00 for the provision of forensic testing services to assist New Hampshire State Police Major Crime Unit and Cold Case Unit beyond the scope of the New Hampshire State Police Forensic Laboratory testing services and with forensic analyses of spent shell casings. Effective upon Governor and Council approval through June 30, 2028, with the option to renew for one (1) two-year period. **Funding Source: 92% General Funds and 8% Agency Income**

Funds are anticipated to be available in SFY2026 through SFY2028 contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>
02-23-23-234010-54120000 – Dept. of Safety – Division. of State Police – Detective Bureau 103-502664 – Contracts for Operational Services	\$15,000.00	\$15,000.00	\$15,000.00
02-23-23-234010-18760000 – Dept. of Safety – Division. of State Police – Cold Case Unit 103-502664 – Contracts for Operational Services	\$10,000.00	\$10,000.00	\$10,000.00
	<hr/> \$25,000.00	<hr/> \$25,000.00	<hr/> \$25,000.00
		TOTAL	\$75,000.00

EXPLANATION

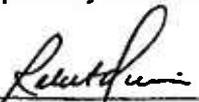
This contract provides forensic testing services to assist with performing specialized DNA analyses that is beyond the scope of New Hampshire State Police Forensic Laboratory testing services, as well as provides funding for the expert witness testimony for private lab personnel should that become necessary as a result of the analyses. Examples would include analysis of skeletal remains or genetic genealogy, as well as spent shell casings. In particular, the analysis of spent shell casings is unique in that there is not much DNA present for analysis, and what is there may be affected by the extreme heat they are exposed to during firing. DLI has a highly effective, proprietary process to obtain results from these sorts of samples.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

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 examination by defense counsel. These cases will be tried primarily by the Attorney General's Office throughout the State of New Hampshire. It is essential to use an internationally accredited forensic laboratory that has a track record of providing reliable testing and subsequent testimony. DLI meets the same ISO accreditation standards as the New Hampshire State Police Forensic Laboratory and is compliant with the Federal Bureau of Investigation's Quality Assurance Standards for DNA Analysis.

The Division of State Police release a Request for Proposal (RFP DOS 2025 – 08). The RFP was advertised on the Purchase & Property website from March 11, 2025 through April 4, 2025. Proposals were received from Bode Technology, DNA Labs International, and Marshall University Research Corporation. The contract was awarded to DNA Labs Internation as the vendor who met the qualifications and criteria contained in the RFP.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL						
RFP # RFP DOS 2025-08		SERVICES BID: NHSP Forensic Testing				
DATE POSTED: 03/11/2025		DATE CLOSED: 04/04/2025				
RFP SCORING SUMMARY						
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME BODE TECHNOLOGY	VENDOR NAME DNA LABS	VENDOR NAME MARSHALL UNIVERSITY	VENDOR NAME	VENDOR NAME*
1. Quality	20	20	20	20		
2. Reporting	15	15	15	15		
3. Data	15	15	15	15		
4. Capacity	10	10	10	3		
5. Base Contract Price	40	17	40	26		
TOTAL POINTS	100	77	100	79		

DEFINITIONS OF EACH SCORING CRITERIA
1. Quality – The Vendor's a current FBI on site visit, and with FBI QAS Standard 17.
2. Reporting – 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 – 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 – The Vendors laboratory's ability to meet the minimum case capacity anticipated per year for both NHSP and NHSPFL.
5. Base Contract Price – Total Cost

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Sgt Mallory Littman	NHSP MCU, Asst Unit Commander, Missing Persons Clearinghouse
Tr Matthew Anderson	NHSP, MCU
Megan O'Donnell	NHSPFL, Forensic Scientist IV, Forensic Biology Supervisor
Kirsty Linehan	FMPB, Administer III

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

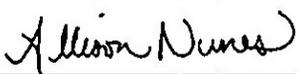
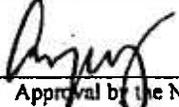
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Dept of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name DNA Labs International, Inc.		1.4 Contractor Address 700 W Hillsboro Blvd, Bldg 3 Deerfield Beach, FL 33441	
1.5 Contractor Phone Number (954)426-5163	1.6 Account Unit and Class 10 - 5412 10 - 1876 103	1.7 Completion Date June 30, 2029 -2028 DDC 06/19/2025 KJP 06/19/2025	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Dianna Courtemanche		1.10 State Agency Telephone Number (603) 223-8437	
1.11 Contractor Signature  Date: 5/29/2025		1.12 Name and Title of Contractor Signatory Allison Nunes - President	
1.13 State Agency Signature  Date: 6/5/25		1.14 Name and Title of State Agency Signatory Amy L. Newbury, 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: 06/19/2025			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact, pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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, Inc., 700 W Hillsboro Blvd, Bldg 3, Deerfield Beach, FL (Contractor) is being contracted by the Department of Safety, Division of State Police (Agency) to provide forensic DNA testing services to assist New Hampshire State Police (NHSP) Major Crime Unit (MCU) and Cold Case Unit beyond the scope of the current New Hampshire State Police Laboratory (NHSPFL) testing services and with forensic analyses of spent shell casings.

The Contract will become effective upon Governor and Council approval through June 30, 2028. The contract may be extended for one (1) two-year term at the option of the Agency alone. The 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

- **Screening as needed for any samples proceeding to DNA analysis.**
- **DNA Testing**
 - DNA testing shall be performed in compliance with the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories.
 - Traditional STR testing shall utilize the PowerPlex Fusion 5C System on the 3500 series genetic analyzer, or the PowerPlex 35GY system on the Promega Spectrum genetic analyzer. If probabilistic genotyping software is utilized, STRMix software will be used.
- **Ownership of DNA Data**
 - 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 of 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 approval from the NHSPFL's DNA Technical Leader.
 - 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 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 appropriate DNA typing kit.
 - Alternate DNA Typing kits and instrumentation, specifically PowerPlex 35GY and the Promega Spectrum genetic analyzer, may also be approved technologies following the provision of protocols and receiving prior approval from the NHSPFL's DNA Technical Leader.
 - 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 Vendor's FTP secure site.
- **Quality Expectations**
 - If during the course of the contract the Vendor's accreditation certificate expires, the NHSPFL must be provided with information regarding re-accreditation in a timely manner. Accreditation shall not be allowed to lapse during the term of the contract or its options.
 - The NHSPFL must also be provided with 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.
- **Spent Shell Casing Accessioning/Screening/Analysis**
 - The Contractor shall, perform base screening and sample preparation, and perform DNA analysis on the samples obtained.
 - Capacity for analysis –
 - 25 shell casings (approximate)

See Attachment A – Bid Offer (Per RFP DOS 2025-08 Attachment E)

Requirements

The Contractor is responsible for supplying the 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 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.

Deliverables

Deliverable #	Deliverable	Duration
1	Initial Set Up	After 07/01/2025
2	On-Site Project Meeting	On or around 08/01/2025
3	Transmission of Data	After 07/01/2025 – on going
4	Changes and Modifications of Procedures	After 07/01/2025 – 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, and compliance with the FBI's Quality Assurance Standards for Forensic Testing Laboratories, particularly Standard 17.

Deliverable 1

All data related to the above will be provided to the NHSPFL's Forensic Biology Technical Leader for review and approval before testing will commence. This shall include the most recent external audit, current ISO accreditation certificate including scope of testing, validation studies for the DNA testing kit and genetic analysis instrumentation to be used, and any changes or modifications to methods or software since the initial validation, and standard operating procedures.

Task 2 – On-Site Project Meeting

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

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.

Deliverable 3

The Contractor will provide all case documentation, to include screening, 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.

**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 Agency approval and acceptance. The Contractor agrees not to exceed the contract total of \$75,000.00.

See Attachment A – Bid Offer (Per RFP DOS 2025-08 Attachment E)

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: 0007184988



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2025.

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

Resolution Of DNA Labs International

Resolved, that the President of this Company, Allison Nunes, 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, Allison Nunes. This authority was in effect on January 1, 2025, and has not been revoked.

The President, Allison Nunes 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 20th day of May 2025.

Secretary: Allison Nunes

Name: Allison Nunes

Notary: Kayla Wray

Name: Kayla Wray



KAYLA WRAY
Notary Public
State of Florida
Comm# HH473034
Expires 12/13/2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED Dna Labs International, Inc. 700 W Hillsboro Blvd Bldg 3 Deerfield Beach FL 334411612		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Rated by Multiple Companies</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Rated by Multiple Companies		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 4330714

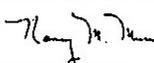
REVISION NUMBER:

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	
	COMMERCIAL GENERAL LIABILITY <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 \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	76WECAB3YTJ	03/18/2025	03/18/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER**CANCELLATION**

N.H. Department of Safety, Division 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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