

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

### AGREEMENT FOR PROFESSIONAL FORENSIC DNA TESTING

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Bode Cellmark Forensics, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Contractor provide certain professional forensic DNA Testing services to support the Fort Bend County Sheriff's Office (hereinafter "Services");

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### AGREEMENT

##### **Section 1. Scope of Services**

Contractor shall render Services to County as defined in Contractor's Scope of dated February 21, 2020, attached hereto as Exhibit A and incorporated herein for all purposes.

##### **Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee, agent, representative, or subcontractor of Contractor who, in the opinion of County, is

incompetent or by his conduct becomes detrimental to the County, upon request of the County, shall immediately be removed from association with the County.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is a fee in an amount not to exceed one hundred thousand dollars and no/100 (\$100,000.00) including reimbursable expenses. In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. Travel expenses submitted for reimbursement must be incurred in accordance with the County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by the County Sheriff, one (1) electronic (pdf) and/or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred thousand dollars and no/100 (\$100,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred thousand dollars and no/100 (\$100,000.00).

**Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin upon final execution of this Agreement and end no later than September 30, 2020. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

7.1 Termination for Convenience - County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to

County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

### **Section 11. Indemnity**

**CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its

disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to

any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Sheriff 1840 Richmond Parkway Richmond, Texas 77469
Contractor:	Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107 Lorton, Virginia 22079

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Representation**

Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

#### **Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government

Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

BODE CELLMARK FORENSICS, INC



County Judge KP George

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent - Signature

8-4-2020

\_\_\_\_\_  
Date



ATTEST:



\_\_\_\_\_  
Laura Richard, County Clerk

Michael Cariola

\_\_\_\_\_  
Authorized Agent - Printed Name

President and CEO

\_\_\_\_\_  
Title

7/22/2020

\_\_\_\_\_  
Date

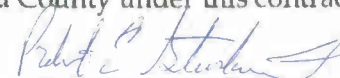
APPROVED:



\_\_\_\_\_  
Troy Nehls, County Sheriff

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 100,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

February 21, 2020

Bode Case #: CCX1937-0340

Agency Case #: 19-40905

### Scope of Work

#### A. Technical Specifications:

1. Bode Technology shall receive evidence samples in quantities and at intervals agreed upon by Fort Bend County Sheriff's Office and Bode Technology for forensic DNA testing.
2. Samples will be screened with a male DNA screening approach using a commercial quantification kit such as QuantiFiler Trio.
3. Bode Technology shall extract DNA from evidentiary items and shall amplify and type using commercially available amplification kits, the Applied Biosystems 3500 Genetic Analyzer, and GMIDx (or otherwise agreed upon instrumentation/software).
4. Allele sizes and designations shall be determined with an appropriate internal lane standard and allelic ladder which represents all of the common alleles for that particular locus.
5. Bode Technology will issue a report to the agency for all cases submitted.
6. For cases requiring review by the Texas DPS Lab for possible CODIS upload, all extraction, amplification, and electrophoresis information, including electropherograms and raw data, shall be provided to the Texas DPS Lab. All documentation shall be properly labeled in accordance with American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) criteria to permit a quality review to be conducted by the Texas DPS Lab personnel.
7. Bode Technology shall provide to the Texas DPS Lab interpretation guidelines used in the determination of alleles calls and report conclusions. Guidelines should, at a minimum, address the following:
  - All interpretation thresholds (RFU values) including baseline, analytical and stochastic thresholds;
  - Peak height imbalance interpretation;
  - Interpretation of controls.

#### B. Chain Of Custody:

1. Chain of custody is a paramount concern. Bode Technology's personnel shall verify receipt of all samples and maintain a proper chain of custody.

2. Samples shall be stored and handled in a proper manner to prevent loss, cross transfer, contamination and/or deleterious change.
3. Submitting agencies must accept both the evidence and DNA Extracts.
  - a. Extracted DNA samples shall be returned with the evidence samples to the submitting agency on ice. All sample extracts will be returned on ice or dried down. Variation from this may result in additional charges.
  - b. Bode Technology shall return all samples sealed in their original containers. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround.
  - c. Agency agrees to accept processed evidence back in as few as 30-days from case review. Variation from this may result in additional charges.

**C. Bode Technology's Qualifications and Quality Assurance:**

1. Bode Technology shall maintain ASCLD/LAB accreditation and maintain ISO/IEC 17025 accreditation.
2. Bode Technology shall comply with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories.



List Price Sheet: Client Confidential

Current Pricing

Forensic Biology

Table with columns: Part Number, Serological screening for the presence of blood, semen, saliva; or hair examination, Unit of Measure, Sero ONLY Standard TAT: 5 weeks. Rows include B11S01 (Small Item) and B11:02 (Large Item).

\*Internal Note: hourly fees are hard to track, but we reserve the right to do so for really large or complex items.
\*\*Hourly Charges Note - Minimum two (2) hours

DNA Screening

Table with columns: Part Number, DNA Screening: Extraction and Quantification of DNA (Including screening for Male DNA), Per Sample, Screening ONLY Standard TAT: 5 weeks. Row includes Q11D01.

Note: The fees for screening will be waived for all samples proceeding to DNA analysis.

STR (Short Tandem Repeat) Y-STR DNA Analysis

Standard Technologies Offered: Globalfiller, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPy23
Includes the use of STRMix when appropriate

Standard TAT: 10 weeks

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include S11E01, S11S01, S11S02, S11R01, S11S03, S11X07, S11R02, S11R03, S11X01, S11X02, S11X03, S11X04, S11X05, S11X06.

BodeASAP - Accelerated Sexual Assault Kit Testing

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include A11K08, A11K04, A11K02.

MiniSTR Analysis

Standard TAT: 10 weeks

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include M11E01, M11X01, M11X02.

Legal Paternity Testing (STR Analysis)

Standard TAT: 10 weeks

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include P11R01, P11R03, P11R02.

Note: These fees assume a trio: Mother, Father & Child (Otherwise STR pricing above applies).

Mitochondrial DNA (mtDNA) Sequencing

Standard TAT: 16 weeks

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include Q11D02, T11E01, T11E02, T11S01, T11R01, T11X01, T11X02, T11X03.

\*\*NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested.

Additional Services

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include E11C02, E11C01, E11W01, E11W02, E11W03, E11W05.

Rush SURCHARGES

Note(1): These fees are in addition to processing charges.
Note(2): Rush services are subject to availability.

Table with columns: Part Number, Description, Unit of Measure, Price. Rows include R11S02, R11S01, R11S02, R11S03, R11S04, R11S06, R11S07.

Standard Within-Case Volume Discounts

Table with columns: Part Number, Description, Discount. Rows include D11S01, D11S02, D11S03.

Note: Discounts are for all samples processed concurrently in one "round" of testing.

PRICES EFFECTIVE 3/18/19. SUBJECT TO CHANGE AT ANY TIME.



**CUSTOMIZED PRODUCT AND SERVICES - BUDGETARY ESTIMATE**

<b>To</b>			
<b>Customer Name:</b> Everett Hargrave Fort Bend County Sheriff's Office 1840 Richmond Parkway Richmond, TX 77469 281-341-4706 <a href="mailto:everett.hargrave@fortbendcountytexas.gov">everett.hargrave@fortbendcountytexas.gov</a>			
<b>Date:</b> 12/4/2019	<b>Quote#:</b> 1119-044c	<b>Re: Agency Case # 19-40905/ Bode Case # CCX1937-0340</b>	
<b>Budgetary Estimate Specifications</b> Estimate expires 60 days from date above. This budgetary estimate is non-binding. Payment term is NET30. A volume discount has been applied. All samples must be processed in one round of testing to be eligible for the discount.  The cost of all materials used for laboratory analyses are to be borne by Bode Technology. Sample analysis will be performed following Bode Technology's validated protocols. Bode Technology will be paid for each sample tested as long as failure to produce a DNA result is not due to an error or omission on part of the laboratory. Samples will not be consumed without permission from the authorized point of contact. For cases received and accessioned by Bode Technology with no testing performed, a case handling fee of \$250/case will apply.  Standard Turnaround Time for STR analysis: 8-10 weeks from receipt of the evidence and CODIS pre-approval from relevant NDIS lab (if applicable). Expedited services may be available. Please contact the Technical Services Representative if interested in an expedited service.			
Qty	Product Description or Services Provided	Unit Price	Extended Price
	<b>Phase 1: Priority Samples with 10 Business Day Rush- COMPLETED and INVOICED</b>		
	<b>Phase 1 Total:</b>		Previously Invoiced
	<b>Phase 2: Additional testing with various Turnaround Times</b>		
	<b>5 Business Day Turnaround Time</b>		
3	<b>STR/YSTR DNA Analysis (GlobalFiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPI23)</b> Non-Differential Evidence Sample (Including samples for Touch DNA) Item 21: Swab Item 22: Swab Item 23: Swab <i>The unit price applies to each sample that is processed.</i>	\$1,295.00	\$3,885.00
	<b>Rush Surcharges</b> Forensic Biology, STR, Y-STR, miniSTR Analysis: 5 Business Days (1 week) <i>Note(1): These fees are in addition to processing charges.</i> <i>Note(2): Rush services are subject to availability.</i> <i>Note(3): Paternity cases with genetic mutations may require additional time.</i>	100%	\$3,885.00
17	<b>13 Business Day Turnaround Time (2.5 weeks)</b> <b>STR/YSTR DNA Analysis (GlobalFiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPI23)</b> Non-Differential Evidence Sample (Including samples for Touch DNA) Swabs from Car (9 samples) Blood samples (4 samples from seat belt and floor mat from car) Pair of Latex Gloves (3 samples) Boxers (1 sample for possible blood) <i>The unit price applies to each sample that is processed.</i>	\$1,295.00	\$22,015.00
	<b>Standard Within-Case Volume Discounts</b> >15 Samples <i>Discounts are for all samples processed concurrently in one "round" testing</i>	20%	-\$4,403.00
	<b>Rush Surcharges</b> Forensic Biology, STR, Y-STR, miniSTR Analysis: 13 Business Days (2.5 weeks) <i>Note(1): These fees are in addition to processing charges.</i> <i>Note(2): Rush services are subject to availability.</i> <i>Note(3): Paternity cases with genetic mutations may require additional time.</i>	75%	\$13,209.00
9	<b>20 Business Day Turnaround Time (4 weeks)</b> <b>STR/YSTR DNA Analysis (GlobalFiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPI23)</b> Non-Differential Evidence Sample (Including samples for Touch DNA) Item 33: Comforter (4 samples) Item 13: Fingernail Clippings- Right and Left (2 samples) Item 1: Vape Pen- Secondary Reference Sample Item 1: Fruit of the Loom Black Hoodie (2 samples)	\$1,295.00	\$11,655.00
5	Known Standard (blood/buccal sample) Item 1: buccal Swab Angeleanna Estorffe (wife of deceased) Item 2: Buccal Elaina Estorffe (Daughter of deceased) Item 3: Buccal swab Asher Estorffe (son of deceased) Item 5: Buccal swab from Jordan Moreno (neighbor) Item 6: Buccal swab from Dantae Moreno (neighbor) <i>The unit price applies to each sample that is processed.</i>	\$795.00	\$3,975.00
	<b>Standard Within-Case Volume Discounts</b> 10-15 Samples <i>Discounts are for all samples processed concurrently in one "round" testing</i>	15%	-\$2,344.50
	<b>Rush Surcharges</b> Forensic Biology, STR, Y-STR, miniSTR Analysis: 20 Business Days (4 weeks) <i>Note(1): These fees are in addition to processing charges.</i> <i>Note(2): Rush services are subject to availability.</i> <i>Note(3): Paternity cases with genetic mutations may require additional time.</i>	25%	\$3,321.38
	<b>Phase 2 Total:</b>		\$55,197.88
	<b>Optional - Testimony and Discoveries</b>		
	<b>Deposition/ Expert Witness Testimony</b> <i>Unit price is per analyst/technician (per hour or per day) that is called to testify and does not include travel expenses.</i>	\$325/ Hour \$2,000/ Day	
	<b>Discovery Packet</b> Standard packet (includes: complete casefile, electropherograms, lab notes, chain of custody, reporting analyst CV and proficiency testing history, and accreditation certificates.) Standard turnaround time: 2-4 weeks Rush turnaround time: less than 2 weeks <i>NOTE: additional discoverable materials may be available upon request. There may be additional fees depending on the additional materials requested.</i>	\$0.00 \$250.00	

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2020-650369

**Date Filed:**  
 07/29/2020

**Date Acknowledged:**  
 08/04/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Bode Cellmark Forensics, Inc.  
 Lorton, VA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 28306  
 Laboratory Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)