



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 4/7/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Bode Technology

***Project Title/Description:**

Paul Coverdell Forensic Science Improvement Award

***Purpose:**

To conduct DNA analysis on backlogged osseous samples at the Pima County Office of the Medical Examiner (PCOME) to meet the goals of the Paul Coverdell Forensic Science Improvement award. A no-cost extension was granted 12/05/2019 by the grant funder, the Department of Justice Office of Justice Programs, and approved by the Pima County Board of Supervisors 12/17/19 to extend the project period to 6/30/2020. This contract amends the period previously contracted with Bode Technology, extending the period from 5/1/2019 through 6/30/2020. No additional funds are being awarded to the Contractor.

***Procurement Method:**

Direct select per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

All osseous samples backlogged at the PCOME will receive DNA analysis.

***Public Benefit:**

This award will aid in the potential identification of 245 individuals, and hopefully provide closure and peace for those with missing loved ones. Clearing backlogged samples will also free up much-needed storage space for future cases brought to the Forensic Science Center.

***Metrics Available to Measure Performance:**

Number of backlogged cases that receive DNA analysis.

***Retroactive:**

Yes. No-cost extension authorization granted by Board of Supervisors 12/17/2019. PCAO signature obtained 3/11/2020. Vendor signature obtained 3/17/2020.

To COB - 4-2-2020

Ver-5

Pgs 6(1) Addendum

APR 07 2020 10:43 PC CI KTF RD

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: FSC Contract Number (i.e., 15-123): 19-491
Amendment No.: 1 AMS Version No.: 8
Effective Date: 5/1/2019 New Termination Date: 6/30/2020
Prior Contract No. (Synergen/CMS): CT-FSC-19-491

☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: Department of Justice 2018 Paul Coverdell Forensic Science Improvement Award

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Chris Smith

Department: FSC

Telephone: 724-8609

Department Director Signature/Date: [Signature] 3/23/20

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. [Signature] 3/25/2020
(Required for Board Agenda/Addendum Items)

Pima County Office of the Medical Examiner

Project: Paul Coverdell Forensic Science Improvement Award

Contractor: Bode Technology

Contract No.: CT-FSC-19-491 Version 8

Contract Amendment No.: 01

Orig. Contract Term: 05/01/2019 – 12/31/2019
Termination Date Prior Amendment: 12/31/2019
Termination Date This Amendment: 6/30/2020

Orig. Amount:	\$177,625
Prior Amendments Amount:	\$0
This Amendment Amount:	\$0
Revised Total Amount:	\$177,625

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. **Background.** County applied for and received, as Grantee, Paul Coverdell Forensic Science Improvement Grants Program funds for project period January 1, 2019 to December 31, 2019, from the Office of Justice Programs ("OJP"), U.S. Department of Justice, authorized under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, Part BB, 34 U.S.C. §§ 10561-10566 (the Coverdell law). On 5/1/2019 County and Contractor entered into the above referenced agreement to provide DNA analysis for backlogged cases at the Pima County Office of the Medical Examiner. A no-cost extension for this program was authorized by OJP 12/5/2019, and the project period was extended to 6/30/2020. Contractor is a properly accredited forensic laboratory under the Coverdell grants program.

1.1. **Purpose.** County requires DNA analysis and results for all osseous samples sent to the Contractor throughout the project period. The Scope of Services remains unchanged from the original contract.

2. Term. The Contract terminates on 6/30/2020.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Exhibit B (Page 4), is unchanged. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$177,625.

4. Scope of Services. The Scope of Services remains unchanged from the original agreement. Contractor will provide County with the services described in Exhibit A (Page 3), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames,

then upon demand. The Services must comply with all requirements and specifications in the Contract.

5. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
6. **Grant Compliance.** Contractor agrees to comply with all requirements attached as Exhibit C (pages 5-6).

The effective date of this Amendment is January 1, 2020

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Jonathan Pinkney

Print DCA Name

3/11/2020
Date

CONTRACTOR



Authorized Officer Signature

Mike Casola
Printed Name and Title

3/17/20
Date

APPROVED AS TO CONTENT



Pima County Medical Examiner

3/10/20
Date

EXHIBIT A - SCOPE OF WORK

1. **Project Overview:** Contractor will provide DNA analytical services for an estimated 245 osseous samples.
2. **Project Purpose:** The project seeks to reduce the backlog of DNA samples from unidentified individuals currently at the Pima County Office of the Medical Examiner Forensic Science Center.
3. **Contractor Requirements:**
 - 3.1. **Activities:** Contractor will:
 - 3.1.1. Accept delivery of osseous samples shipped to Contractor by County in batches of a minimum of 45 samples.
 - 3.1.2. Perform sample analyses for each osseous sample following Contractor's validated protocols.
 - 3.1.3. Provide STR DNA Analysis (PowerPlex Fusion, PowerPlex Fusion 6C, or Globalfiler) for all osseous samples shipped to Contractor by County.
 - 3.1.4. Conduct CODIS review and upload DNA profiles to CODIS for each osseous sample.
 - 3.1.5. Report cases to County on a mutually agreed upon schedule.
 - 3.1.6. Bear costs of all materials used for laboratory analyses.
 - 3.1.7. Provide County with any requests for information that County needs to fulfill County's obligations under the grant award.
 - 3.2. **Deliverables:** Contractor will conduct DNA analyses of not less than 245 unidentified osseous samples.

Budget:

COST CATEGORY	Unit Price	AMOUNT
STR DNA analysis	\$575.00	\$140,875.00
CODIS Review/Upload	\$150.00	\$36,750.00
Total Program Budget		\$177,625.00

END OF EXHIBIT A

Exhibit B



16430 Furnace Rd. Ste 107
 Lorien, VA 22079
 Phone: 866-283-8443
 Fax: 703-645-9742
 bode.service@bodecellmark.com
 www.bodecellmark.com

CUSTOMIZED PRODUCT AND SERVICES - QUOTATION FORM

To Customer Name: Pima County Office of the Medical Examiner Arizona 520-724-9859			Jennifer Volner Dr. Bruce Anderson jennifer.volner@pima.gov Bruce.Anderson@pima.gov		
Date: 5/9/2019		Quote#: 0418-022b		RE: Unidentified Remains	
Quotation Specifications Quote expires on 5/10/2020. Pricing is based on an estimated 245 bone samples. Cases will be shipped in minimum batches of 45 samples. Cases will be reported on a mutually agreed upon schedule. The cost of all materials used for laboratory analyses are to be borne by Bode Cellmark. Sample analysis will be performed following Bode Cellmark's validated protocols. Bode Cellmark 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. Bode Cellmark shall invoice the Client monthly upon case completion, as warranted. Payment terms are NET30.					
Line Item	Product Description or Services Provided				Unit Price
1	STR DNA Analysis (PowerPlex Fusion, PowerPlex Fusion 6C, or GlobalFiler) Skeletal Remains <i>The unit price applies to each sample that is processed.</i>				\$675.00
2	CODIS Review/Upload <i>The unit price applies to each case.</i>				\$150.00
Additional Testing Options (as needed, batch restrictions do not apply)					
3	Y-STR Analysis (Y-Filer or PPY23) Additional Y-STR Technology (per sample)				\$345.00
4	Mitochondrial DNA (mtDNA) Sequencing Skeletal Remains				\$2,950.00
5	Standard Within-Case Volume Discounts (only applicable to Additional Testing Options) 5-9 Samples				10%
6	10-15 Samples				15%
7	>15 Samples <i>Discounts are for all samples processed concurrently in one "round" testing</i>				20%

END OF EXHIBIT B

Exhibit C

CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

Contracts Funded by Federal Grants

1. Patent Rights. Acceptance of grant funds obligates contractor to comply with the standard patent rights clause in 37 CFR Part 401.14.
2. Clean Air Act. Contractor is obligated to comply with applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401-7671q.)
3. Federal Water Pollution Control Act. Contractor is obligated to comply with applicable standards, orders or requirements issued under the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
4. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If Contractor is notified that it has been identified on SAM Exclusions, Contractor will notify Pima County in a timely manner.
6. Solid Waste Disposal Act. Contractor is obligated to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. Energy Policy and Conservation Act. Contractor is obligated to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub_ L. 94-163, 89 Stat 871) as amended.

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.