

STATE OF MISSOURI
Missouri Attorney General's Office
Missouri State Highway Patrol Crime Lab

SOLICITATION FOR BIDS: Technical Reviews or Ownership Reviews of DNA data, from a vendor laboratory, for the State of Missouri, Missouri State Highway Patrol Crime Lab.

Introduction and Background

The Missouri Attorney General's Office (AGO) and the Missouri State Highway Patrol Crime Lab (MSHPCL) are working in conjunction to eliminate the backlog of untested sexual assault kits located in hospitals and law enforcement agencies in the State of Missouri. These agencies have entered into contracts with public facilities and private companies to provide DNA testing and technical review of the DNA testing results for upload into the Combined DNA Index System (CODIS). Federal funds from the 2018 Sexual Assault Kit Initiative (SAKI) and the 2020 SAKI Grant have been or will be used to financially support the DNA testing and technical review for a portion of the more than 4,400 reported, untested kits deemed appropriate for DNA testing in accordance with the wishes of the survivor. It has been determined these federal funds will not cover the testing costs for all reported, untested sexual assault kits discovered in the 2019 Inventory of Sexual Assault kits.

The AGO has received state funding to test sexual assault kits during the fiscal year (FY) 2022 term from July 1, 2021 to June 30, 2022. The AGO and MSHPCL will publish a Request for Proposals (RFP) for DNA testing contract services with private companies and plan to seek additional public entity options for DNA testing contracts as allowed by Missouri law. To meet the testing capacity needs of this project within the time deadline of June 30, 2022, parallel contracts with multiple DNA testing laboratories are likely to be necessary. As of July 1, 2021, existing testing efforts for 2018 SAKI project have resulted in 38% of kits with negative results, 29% of kit not being eligible for CODIS entry, and 33% of kits being CODIS eligible.

It is anticipated a DNA testing contract will be sought with Marshall University Research Corporation (MURC) on behalf of Marshall University Forensic Science Center (MUFSC) to provide DNA testing for approximately 300 sexual assault kits during FY22 time period. The MSHPCL will take ownership of the DNA profiles generated from MURC/MUFSC for CODIS upload; however, the MSHPCL seeks bids for technical review services to accomplish this task. Contractual service provider under this bid will work directly with the MSHPCL. To meet the strict deadline, the AGO and MSHPCL have a preference to contract with a technical review company with previous experience in technical review of DNA testing results from MURC/MUFSC.

Contractor Specifications

1. Contract employees must demonstrate the ability to perform technical review on at least 30 to 50 cases per month. Contractor must demonstrate the capacity to review up to 300 cases before June 30, 2022.
2. Contract employees must meet the education and experience requirements as detailed in the FBI's Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories.
3. MSHPCL will qualify and competency test all contract employees in Short Tandem Repeat (STR) analysis utilizing capillary electrophoresis with the PowerPlex Fusion 6C genetic loci system using MSHPCL interpretation guidelines.
4. Contract employees will participate in MSHPCL or another NDIS laboratory's proficiency testing program. MSHPCL will maintain proficiency test documentation for all contract employees.
5. MSHPCL Technical Leader (MSHPCL TL) will ensure that no potential conflicts of interest exist for any contract employee.
6. Must be able to review the following items of a DNA report/case file:
 - Data Review (including DNA types, mixture interpretation, associated controls, internal lane standards and allelic ladders).
 - Chain of custody
 - Final report to include each item submitted to the vendor laboratory, results, conclusions and documentation

Scope of Work

1. Contract employees must follow all current MSHPCL Biology/DNA technical review protocols and utilize the review documentation forms provided by the MSHPCL.
2. Contract employee(s) will not sub-contract any of the MSHPCL technical reviews to any other company/organization.

3. Contract employee(s) shall receive secure electronic copies of completed cases files for technical review directly from a vendor laboratory separately contracted by the AGO.
4. All AGO and MSHPCL case information is confidential criminal justice information. Access to AGO and MSHPCL case information shall be controlled by Contract employee(s) limit access to those personnel identified by the MSHPCL as working under this contract. Contract employee(s) shall not provide information concerning AGO or MSHPCL cases to anyone other than a representative of AGO or MSHPCL without first notifying and receiving approval from both of these agencies. All technical reviews shall be completed by contract employees at the facility identified in the bid.
5. Contract employee(s) shall comply with Standard 17 of the Federal Quality Assurance Standards for Forensic DNA Testing Laboratories.
6. AGO and MSHPCL shall be given one (1) month notice of any changes in the status of the contract technical review personnel associated with this contract. MSHPCL will qualify, test and maintain documentation to show that all contract employees performing technical review services are currently qualified or previously qualified, in the technology, platform, and typing amplification test kit used to generate the data and participate in an NDIS laboratory's proficiency-test program as per Standard 17.3.2 of the FBI's Quality Assurance Standards for Forensic Testing Laboratories. All personnel must be approved in writing by the MSHPCL DNA Technical Leader prior to conducting reviews.
7. For the purposes of compliance with the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories (QAS), Contract employees who provide technical review services of vendor laboratory data and laboratory reports shall be contract employees of MSHPCL as the term "contract employee" is defined in the QAS, effective July 1, 2020.
 - a. The FBI's QAS for Forensic DNA Testing Laboratories, effective July 1, 2020, defines a contract employee as "an individual that provided DNA typing and/or analytical support services to the NDIS participating laboratory. The person performing these services must meet the relevant qualifications for the equivalent position in the NDIS participating laboratory. A contract employee cannot serve as a casework CODIS Administrator or Technical Leader and cannot be counted as a full-time qualified DNA analyst for purposes of satisfying the definition of laboratory. Employment of a contract employee by multiple NDIS participating and/or vendor laboratories shall be disclosed and shall only be permitted subject to approval by the technical leader of NDIS

participating laboratory for which the contract employee is performing DNA typing and/or analytical services.”

- b. Technical review is prescribed the same meaning as it is given in the FBI’s QAS for Forensic DNA Testing Laboratories, effective July 1, 2020, “An evaluation of reports, notes, data and other documents to ensure there is an appropriate and sufficient basis for the scientific conclusions.”
8. Contract employees shall not be considered employees of the AGO or MSHPCL, other than as referenced above, for any purpose whatsoever, including but not limited to: tax purposes, employment benefit purposes, worker compensation purposes and third-party liability claims.
9. MSHPCL will provide training and competency testing to Contract employees regarding their technical review duties and CODIS. This training will include, at a minimum, CODIS eligibility requirements, DNA profile entry criteria, components of the technical review, documentation of the technical review, and creation of an uploadable DNA profile electronic file. MSHPCL will be responsible for verification and documentation of CODIS eligibility. If applicable, the AGO will pay for all Contractor training related travel expenses.
10. MSHPCL will coordinate with the contractor to provide training to the Contract employees on the vendor laboratory’s respective case file organization and interpretational guidelines.
11. MSHPCL will coordinate efforts with the vendor to address any inquiries generated by Contract employee(s) during the technical reviews. MSHPCL will resolve all inquiries with the vendor laboratory independent of the Contract employee(s).
12. MSHPCL will conduct a random review of the technical reviews conducted by Contract employee(s) under the scope of work of this RFP and resulting contract. This random review will not exceed three percent (3%) of the overall number of technical reviews conducted by Contract employee(s).
13. As required by the FBI’s QAS for Forensic DNA Testing Laboratories, MSHPCL will administer proficiency tests to each Contract employee consistent with the full extent of analytical support services being provided to MSHPCL by the employee.
14. All training and proficiency testing of Contract employees required by the FBI’s QAS for Forensic DNA Testing Laboratories shall be provided by AGO and MSHPCL without cost to the Contract employee.

15. Only trained and qualified contract employees will be assigned to perform technical review for MSHPCL. Assignments must be approved in writing by the MSHPCL DNA Technical Leader prior to conducting technical reviews.
16. The Contractor will accept training from MSHPCL and the vendor laboratory as described above for each Contractor employee.
17. MSHPCL will maintain competency and proficiency tests for all contract employees.
18. The technical reviews must include documentation of the technical review on a standardized technical review form provided by MSHPCL and an electronic file for uploading to CODIS that includes DNA profiles eligible for entry into CODIS.

Testimony

Contractor shall be available to provide expert testimony on cases where review was performed by Contractor, at the request of law enforcement, local prosecutors, or defense counsel at the expense of the requesting party. AGO and MSHPCL will not pay for or be responsible for any expense related to testimony.

Privacy of Genetic Profiles

At no time will DNA profiles generated from AGO or MSHPCL casework be entered into internal or external databases by Contractor personnel for searching by law enforcement personnel, scientific personnel, or anyone else for investigative purposes.

Timeline

The average turnaround time per review shall not exceed thirty (30) days. The Contractor shall complete 30 to 50 technical reviews per month during the term of the contract to meet the anticipated 300 reviews in the scope of work. The actual number of technical reviews will vary month-to-month and will likely be higher during the first months of the contract and decline during the last months of the contract.

This solicitation for bid is based on "as needed, if needed" basis. The AGO and MSHPCL reserve the right to issue multiple contracts or decide not to issue contracts if in the best interest of the agency and the State of Missouri. While price is important the AGO and MSHPCL reserve the right to consider experience and other factors instead of the lowest bidder.

Contract Provisions

Contract provisions, among other items, will include the following standard language:

- Missouri law and venue will govern;
- The bidder will be responsible for any tort or statutory liability to of third parties arising from services under the contract and agree to indemnify, defend and hold harmless the State of Missouri, AGO and MSHPCCL;
- The bidder and employees have no present conflict of interest, are not State of Missouri employees, members of the Missouri General Assembly or a Missouri statewide elected official;
- The bidder, at their expense, must provide insurance to cover their employees in the performance of contractual duties and shall be an independent contractor and not an employee of AGO or MSHPCCL;
- The bidder does not appear on the List of Federal Excluded Parties;
- The bidder is in compliance with federal work authorization programs;
- The bidder will comply with confidentiality provisions;
- The bidder will comply with non-discrimination provisions; and
- The bidder will not subcontract or assign the contract to another party.
- The bidder has no outstanding tax obligation to the State of Missouri and will register with MissouriBUYS.

Questions may be directed to the Missouri Attorney General's Office by e-mail to the following address: SAFEKits@ago.mo.gov until 3 days before the bid response is due. Answers to questions will be provided to all potential bidders by return e-mail. Questions received after 4 p.m. Tuesday, July 13, 2021 will not be answered.

Bid responses must be received by 4 p.m. July 16, 2021 by returning the signed completed Bid Response Sheet by e-mail or FedEx, USP, or USPS by trackable delivery directed to:

M. Keithley Williams | SAFE Kit Initiative Coordinator
Missouri Attorney General's Office
221 W. High Street
Jefferson City, Missouri 65101
SAFEKits@ago.mo.gov

Documentation on this RFP has been posted online at <https://ago.mo.gov/home/safe-kits> for download and potential response.