

ANDE Corporation
Rapid DNA Test Machine and Maintenance Support Services

AGREEMENT FOR SERVICES #5509

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ANDE Corporation, a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 266 Second Avenue, Waltham, Massachusetts 02451, and whose mailing address is 1860 Industrial Circle, Suite A, Longmont, Colorado 80501, and whose Agent for Service of Process is National Registered Agents, Inc. whose address is 818 Seventh Street, Suite 930, Los Angeles, California 90017 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to purchase the ANDE Rapid DNA System, which includes installation, training, and maintenance support in order to assist the District Attorney's Office and Sheriff's Office in the testing and processing of forensic evidence samples;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and the work requires specialty skills, equipment, and qualifications not expressly identified in County classifications as authorized by El Dorado County Ordinance 5116, Title 3, Chapter 3.13, Section 3.13.030(B), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: County will purchase equipment, consumables, and services in accordance with items identified in Exhibit A, marked "Product and Service Cost Schedule," incorporated herein and made by reference a part hereof.

Consultant agrees to furnish personnel, equipment, and services necessary to assist in the installation, training, and maintenance support of the ANDE Rapid DNA System. Services shall include those tasks as identified in Exhibit B, marked "Scope of Services," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the services specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

All of the services included hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire five (5) years thereafter.

ARTICLE III

Compensation for Services: For equipment, consumables, and services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

Year One:	\$ 291,490
Year Two:	\$ 116,600
Year Three:	\$ 112,600
Year Four:	\$ 108,600
Year Five:	\$ 104,600

Both the District Attorney's Office and the Sheriff's Office will be responsible for payment of invoices. Exhibit C is provided as a suggested cost split between the two (2) departments. Actual costs may vary per department. The total amount of this Agreement shall not exceed \$733,890, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney
778 Pacific Street
Placerville, California 95667
Attn.: Jeff Dreher
Chief Investigator

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, and the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's District Attorney's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give no less than thirty (30) days' notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors of County during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this Agreement, in the sole discretion of County, this Agreement and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation with Cause:** County may terminate this Agreement in whole if Consultant materially breaches this Agreement, upon fifteen (15) calendar days' written notice by County to Consultant with reasonable details of such breach, if Consultant does not cure such breach during such fifteen (15) day period. If such prior termination is effected, County will pay for services rendered prior to the effective date, as such date is set forth in the notice of termination provided to Consultant, and for such other services which the parties may mutually agree to in writing as necessary for contract resolution. In no

event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such notice of termination, unless the parties mutually agree in writing otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
District Attorney
778 Pacific Street
Placerville, California 95667

Attn.: Vern Pierson
District Attorney

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ANDE Corporation
1860 Industrial Circle, Suite A
Longmont, Colorado 80501

Attn.: John Sims, Chief Operating Officer

or to such other location as Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs

incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and

Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this

Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Vern Pierson, District Attorney, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 03/29/2021

Purchasing Agent
"County"

--ANDE CORPORATION--

By: 

Dated: 03/26/2021

John Sims
Chief Operating Officer
"Consultant"

ANDE Corporation

Exhibit A

Product and Service Cost Schedule

Equipment – Hardware and Software

Quantity	Product	Cost
1	ANDE 6C Instrument	\$ 180,000
1	Federated ANDE Information Retrieval Software (FAIRS)	\$ -
1	Combined FAIRS Modules	\$ 12,000
1	Transport Case Ruggedized	\$ 7,000
1	Shipping Instrument Zone 0	\$ 500

Subtotal: \$ 199,500

Training

Quantity	Product	Cost
2	Technical Introduction to ANDE	\$ 2,000
2	ANDE Operational Training	\$ 2,000
2	Administration of the ANDE System	\$ 2,000
2	ANDE Forensic Sample Collection	\$ 2,000
1	ANDE Basic Disaster Victim Identification (DVI) Processing	\$ 2,500

Subtotal: \$ 10,500

Services/Consumables – Year One

Quantity	Services	Cost
1	ANDE Installation Services	\$ 1,500
1	Internal Base Validation Package	\$ 7,500

Consumables:

		Unit Cost	Extended Cost
31	ANDE A-Chip*	\$ 1,050	\$ 32,550
31	ANDE I-Chip*	\$ 1,050	\$ 32,550
62	ANDE Swabs Desiccant	\$ 45	\$ 2,790
62	Shipping Chips Zone 0	\$ 50	\$ 3,100
5	DVI Bone Solution**	\$ 300	\$ 1,500

Subtotal: \$ 81,490

**12 chips will be used in Year 1 for a validation, leaving 50 chips for crime scene case work.*

**Bone solution will be ordered on demand and if the total quantity of 5 bottles have not been used in the 1st year, Customer can order any remaining quantities through the term of the contract.*

**50 chips must be paid for and shipped in Year 1.*

Services/Consumables – Year Two

Quantity	Services	Cost	
1	Service Contract - Maintenance Support	\$	25,000
	Consumables	Unit Cost	Extended Cost
40	ANDE A-Chip*	\$ 1,050	\$ 42,000
40	ANDE I-Chip*	\$ 1,050	\$ 42,000
80	ANDE Swabs Desiccant	\$ 45	\$ 3,600
80	Shipping Chips Zone 0	\$ 50	\$ 4,000

Subtotal: \$ 116,600

**For yearly chip quantities totalling 50 chips or less, the chips will be shipped in quantities of no less than 10 chips per shipment in equal shipments throughout the year. For yearly chip quantities more than 50 chips, the chips will be shipped in quantities of no less than 20 chips per shipment in equal shipments throughout the year. The A-Chip / I-Chip split will be determined by the customer prior to shipment. Exceptions to this shipping schedule may be approved by ANDE on a case-by-case basis*

**80 chips must be paid for and shipped in Year 2.*

**If customer uses 80 chips and needs to purchase more, they can be purchased at the price quoted above for chips in Year 2.*

Services/Consumables – Year Three

Quantity	Services	Cost	
1	Service Contract – Maintenance Support	\$	25,000
	Consumables	Unit Cost	Extended Cost
40	ANDE A-Chip*	\$ 1,000	\$ 40,000
40	ANDE I-Chip*	\$ 1,000	\$ 40,000
80	ANDE Swabs Desiccant	\$ 45	\$ 3,600
80	Shipping Chips Zone 0	\$ 50	\$ 4,000

Subtotal: \$ 112,600

**For yearly chip quantities totalling 50 chips or less, the chips will be shipped in quantities of no less than 10 chips per shipment in equal shipments throughout the year. For yearly chip quantities more than 50 chips, the chips will be shipped in quantities of no less than 20 chips per shipment in equal shipments throughout the year. The A-Chip / I-Chip split will be determined by the customer prior to shipment. Exceptions to this shipping schedule may be approved by ANDE on a case-by-case basis*

**80 chips must be paid for and shipped in Year 3.*

**If customer uses 80 chips and needs to purchase more, they can be purchased at the price quoted above for chips in Year 3.*

Services/Consumables – Year Four

Quantity	Services	Cost	
1	Service Contract – Maintenance Support	\$	25,000
	Consumables	Unit Cost	Extended Cost
40	ANDE A-Chip*	\$ 950	\$ 38,000
40	ANDE I-Chip*	\$ 950	\$ 38,000
80	ANDE Swabs Desiccant	\$ 45	\$ 3,600
80	Shipping Chips Zone 0	\$ 50	\$ 4,000

Subtotal: \$ 108,600

**For yearly chip quantities totalling 50 chips or less, the chips will be shipped in quantities of no less than 10 chips per shipment in equal shipments throughout the year. For yearly chip quantities more than 50 chips, the chips will be shipped in quantities of no less than 20 chips per shipment in equal shipments throughout the year. The A-Chip / I-Chip split will be determined by the customer prior to shipment. Exceptions to this shipping schedule may be approved by ANDE on a case-by-case basis*

**80 chips must be paid for and shipped in Year 4.*

**If customer uses 80 chips and needs to purchase more, they can be purchased at the price quoted above for chips in Year 4.*

Services/Consumables – Year Five

Quantity	Services	Cost	
1	Service Contract – Maintenance Support	\$	25,000
	Consumables	Unit Cost	Extended Cost
40	ANDE A-Chip*	\$ 900	\$ 36,000
40	ANDE I-Chip*	\$ 900	\$ 36,000
80	ANDE Swabs Desiccant	\$ 45	\$ 3,600
80	Shipping Chips Zone 0	\$ 50	\$ 4,000

Subtotal: \$ 104,600

**For yearly chip quantities totalling 50 chips or less, the chips will be shipped in quantities of no less than 10 chips per shipment in equal shipments throughout the year. For yearly chip quantities more than 50 chips, the chips will be shipped in quantities of no less than 20 chips per shipment in equal shipments throughout the year. The A-Chip / I-Chip split will be determined by the customer prior to shipment. Exceptions to this shipping schedule may be approved by ANDE on a case-by-case basis*

**80 chips must be paid for and shipped in Year 5.*

**If customer uses 80 chips and needs to purchase more, they can be purchased at the price quoted above for chips in Year 5.*

Total Not-to-Exceed Amount: \$ 733,890

ANDE Corporation

Exhibit B

Scope of Services

County will purchase the ANDE Rapid DNA System (System), including equipment, associated accessories, software package, consumables, and professional services that include installation, training, validation services, and maintenance support. The system is designed for the testing and processing of forensic evidence samples.

Consultant shall provide the following:

Installation Services

Consultant shall provide a certified technician to perform on-site installation for the System. Installation shall occur upon on a mutually agreed upon date following execution of the Agreement and County's receipt of the System.

Training

Consultant shall conduct two (2) on-site training classes for each of the following:

- *Technical Introduction to ANDE (Class size: 6)*
This training provides an introduction to the use of DNA testing for human identification as it applies to forensic, law enforcement, military, and government applications. The course begins with the basics of DNA and how it can be used for identification. Laboratory testing shall be contrasted with Rapid DNA testing. Finally, attendees shall learn about the features of the ANDE System, its basic components and how to use them to develop a buccal DNA profile.
- *ANDE Operational Training (Class size: 6)*
This training provides the information needed to successfully use the ANDE System at the operator level. Through both lecture and hands-on training, all of the steps from removing the instrument from its case to initiating a run to search and match of DNA IDs using the Federated ANDE Information Retrieval Software (FAIRS) Client Software shall be covered. Sample collection of buccal samples for A-Chips shall be included in the hands-on portion. Lecture shall include discussion of I-Chip and testing of crime scene type samples.
- *Administration of the ANDE System (Class size: 6)*
This training provides the information needed to successfully use the ANDE System at the administrative level. Through both lecture and demonstration, the administrative responsibilities associated with the System shall be covered

including: system configuration, creating user accounts, data management, and basic troubleshooting. The FAIRS Client Software used for data management and security shall be demonstrated and discussed. Finally, the technical workings of the System chip shall be reviewed in an easy to understand format.

- *ANDE Forensic Sample Collection (Class size: 6)*

This training provides hands-on training in sample collection and Rapid DNA Identification for a wide range of forensic sample types. Attendees will leave with knowledge needed to make informed decisions on samples that are likely to develop DNA IDs and how best to collect them for testing on ANDE. Sample types included in the training include bloodstains on various substrates, drinking vessels, cigarette butts, and touch/trace items.

Consultant shall conduct one (1) on-site training class for the following:

- *ANDE Basic Disaster Victim Identification (DVI) Sample Processing (Class size: 4)*

This training provides hands-on training in the processing of bone, muscle and other tissue samples that may have been encountered for human identification in mass fatality incidents and unidentified/missing persons cases. Protocols covered shall be fresh bone and three (3) hour bone processing. Attendees will leave with the knowledge to make informed decisions on the samples most likely to develop DNA IDs and the processing techniques required for optimal results. Prerequisite: Attendees must have experience working in a laboratory environment and be proficient in the use of standard technical equipment, including pipettes and centrifuges.

Trainings shall occur on mutually agreed upon dates following the installation of the System and shall be completed within the first year of the term of the Agreement.

Validation Services

Consultant shall provide an Internal Base Validation Package to include:

- A validation proposal
- One (1) week of on-site validation support
- Validation summary report

Deliverable

- One (1) Validation summary report to be submitted upon completion of Validation Services.

Validation Services shall be completed within three (3) weeks of the completion of the Installation Services.

Maintenance Support

Consultant shall provide diagnostics and repair of System in the event of a failure of a major subsystem on an as-needed basis.

Consultant shall provide software and hardware upgrades as needed with no cost to County.

ANDE Corporation

Exhibit C

Suggested Cost Breakdown per Department

ANDE Rapid DNA Machine					
Item Description/ Scope	Quantity	Cost	Extended Cost	District Attorney	Sheriff
ANDE Hardware and Software - Year 1					
ANDE 6C Instrument	1	\$ 180,000.00	\$ 180,000.00	X	
ANDE FAIRS	1	\$ -	\$ -	X	
Combined FAIRS Modules	1	\$ 12,000.00	\$ 12,000.00	X	
Transport Case Ruggedized	1	\$ 9,995.00	\$ 7,000.00	X	
Shipping Instrument Zone 0	1	\$ 500.00	\$ 500.00	X	
			\$ 199,500.00		
ANDE Consumables - Year 1					
ANDE A-Chip FP	31	\$ 1,050.00	\$ 32,550.00		X
ANDE I-Chip FP	31	\$ 1,050.00	\$ 32,550.00		X
Swabs Desiccant ANDE	62	\$ 45.00	\$ 2,790.00		X
Shipping Chips Zone 0	62	\$ 50.00	\$ 3,100.00		X
DVI Bone Solution	5	\$ 300.00	\$ 1,500.00		X
			\$ 72,490.00		
ANDE Professional Services - Year 1					
ANDE Installation Services	1	\$ 1,500.00	\$ 1,500.00	X	
Technical Introduction to ANDE US/DOM	2	\$ 1,000.00	\$ 2,000.00	X	
ANDE Operational Training US/DOM	2	\$ 1,000.00	\$ 2,000.00	X	
Administration of the ANDE System DOM/US	2	\$ 1,000.00	\$ 2,000.00	X	
ANDE Forensic Sample Collection DOM/US	2	\$ 1,000.00	\$ 2,000.00	X	
ANDE Basic DVI Sample Processing US/DOM	1	\$ 2,500.00	\$ 2,500.00	X	
Internal Base Validation Package	1	\$ 7,500.00	\$ 7,500.00	X	
			\$ 19,500.00		
Consumables and Services - Year 2					
ANDE A-Chip FP	40	\$ 1,050.00	\$ 42,000.00	X	X
ANDE I-Chip FP	40	\$ 1,050.00	\$ 42,000.00	X	X
Swabs Desiccant ANDE	80	\$ 45.00	\$ 3,600.00	X	X
Shipping Chips Zone 0	80	\$ 50.00	\$ 4,000.00	X	X
Service Contract 1-Year	1	\$ 25,000.00	\$ 25,000.00	X	X
<i>*Cost split between DA & EDSO 50/50</i>			\$ 116,600.00		
Consumables and Services - Year 3					
ANDE A-Chip FP	40	\$ 1,000.00	\$ 40,000.00	X	X
ANDE I-Chip FP	40	\$ 1,000.00	\$ 40,000.00	X	X
Swabs Desiccant ANDE	80	\$ 45.00	\$ 3,600.00	X	X
Shipping Chips Zone 0	80	\$ 50.00	\$ 4,000.00	X	X
Service Contract 1-Year	1	\$ 25,000.00	\$ 25,000.00	X	X
<i>*Cost split between DA & EDSO 50/50</i>			\$ 112,600.00		
Consumables and Services - Year 4					
ANDE A-Chip FP	40	\$ 950.00	\$ 38,000.00	X	X
ANDE I-Chip FP	40	\$ 950.00	\$ 38,000.00	X	X
Swabs Desiccant ANDE	80	\$ 45.00	\$ 3,600.00	X	X
Shipping Chips Zone 0	80	\$ 50.00	\$ 4,000.00	X	X
Service Contract 1-Year	1	\$ 25,000.00	\$ 25,000.00	X	X
<i>*Cost split between DA & EDSO 50/50</i>			\$ 108,600.00		
Consumables and Services - Year 5					
ANDE A-Chip FP	40	\$ 900.00	\$ 36,000.00	X	X
ANDE I-Chip FP	40	\$ 900.00	\$ 36,000.00	X	X
Swabs Desiccant ANDE	80	\$ 45.00	\$ 3,600.00	X	X
Shipping Chips Zone 0	80	\$ 50.00	\$ 4,000.00	X	X
Service Contract 1-Year	1	\$ 25,000.00	\$ 25,000.00	X	X
<i>*Cost split between DA & EDSO 50/50</i>			\$ 104,600.00		
			Grand Total: \$ 733,890.00		