

CONTRACT #5
RFS # 348.00-4105
FA # 09-25877
Edison # 4514

**Tennessee Bureau of
Investigation (TBI)**

VENDOR:
Orchid Cellmark, Inc.



BILL HASLAM
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
TDD (615) 744-4001



MARK GWYN
Director

May 20, 2013

Ms. Leni Chick
Contract and Audit Coordinator
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, Tennessee 37243

RE: Orchid Cellmark, Inc. Contract Amendment
Fiscal Review Committee Documentation

Ms. Chick:

I respectfully request that the TBI be placed on the agenda for the June 11th meeting of the Fiscal Review Committee to review the above-mentioned contract amendment. I have enclosed documentation in this regard in accordance with the "Revised Checklist – Effective 10/30/09" for your review.

The subject contract concerns the DNA testing of certain arrestees deemed by statute to require registration and database cataloging pursuant to Tennessee Code Annotated Section 40-35-321. These arrestees include violent crime arrestees, certain sexual crime arrestees and certain drug offense arrestees. These samples come from multiple agencies but are all routed through the TBI and the TBI is responsible for sending and processing the samples, invoices, and payments under the contract. Some of these agencies pay for their samples (e.g. Department of Corrections) while other agencies' samples will be paid through the federal grant funding this contract.

This contract was originally awarded by RFP in 2008 and provided for one-year term extensions not to exceed 5 years. The contract fully expires on August 31, 2013 and has a maximum liability of \$1,962,000.00. The TBI is requesting to increase maximum liability to \$2,232,000.00 due to an increase in the number of biological samples. This will fully complete the contract and we are currently in the process of issuing a new RFP for these services. The vendor has provided excellent service under the contract and this request is in the best interest of the State.

If you have any questions or need any additional information, please do not hesitate to contact me at 615-744-4105 or heather.thorne@tn.gov.



Sincerely,



Heather Thorne
Attorney
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Heather Thorne	*Contact Phone:	615.744.4105		
*Original Contract Number:	FA-09-25877	*Original RFS Number:	34800-70108		
Edison Contract Number: <i>(if applicable)</i>	4514	Edison RFS Number: <i>(if applicable)</i>	34800-13008		
*Original Contract Begin Date:	09/01/2008	*Current End Date:	08/31/2013		
Current Request Amendment Number: <i>(if applicable)</i>	3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	6/11/13				
*Department Submitting:	348				
*Division:	00				
*Date Submitted:	5/20/13				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	The TBI determined, in the interest of public safety, that the amendment needed to be submitted even though not considered timely.				
*Contract Vendor Name:	Orchid Cellmark, Inc.				
*Current Maximum Liability:	\$1,962,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:09	FY:10	FY:11	FY:12	FY:13	FY:14
\$545,000	\$654,000	\$654,000	\$109,000	\$0.00	\$0.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:09	FY:10	FY:11	FY:12	FY:13	FY:14
\$58,169	\$588,247.50	\$289,233	\$622,368.25	\$375,457.50	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Funds are not fiscal year specific		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding					

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:	\$1,332,767.25	Federal:	\$899,232.75
Interdepartmental:		Other:		
If "other" please define:		Current Services Revenue		
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
6/30/2011 Amendment 1		Extended contract term		
8/1/2012 Amendment 2		Extended contract term		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$1,962,000.00		

Supplemental Documentation Required for
Fiscal Review Committee

SEE ATTACHED

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:14	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for
Fiscal Review Committee

The proposed amendment is neither a new non-competitive contract nor an amendment to Section A or C.3. as contemplated in the question. As such, it is this agency's opinion that this question is not applicable.

POC Heather Thorne – 744-4105

Blank Report

Report Filter: {Effective Year}=2009 And {Major Object}=08:PROFESSIONAL AND ADMINISTRATIVE SERVICES And {Reference Document} ({Reference Number}) = "FA0925877"

Major Object	Vendor Name	Reference Document	Cost Center	Effective Year	Expenditures
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	27.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	5,670.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	5,643.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	5,697.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03K KNOXVILLE CRIME LAB	2009	5,908.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03K KNOXVILLE CRIME LAB	2009	5,880.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03 LABORATORY DIVISION	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03M MEMPHIS CRIME LAB	2009	29,344.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03K KNOXVILLE CRIME LAB	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03K KNOXVILLE CRIME LAB	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03M MEMPHIS CRIME LAB	2009	0.00
08 PROFESSIONAL AND ADMINISTRATIVE SERVICES	ORCHID CELLMARK	FA0925877	00 03M MEMPHIS CRIME LAB	2009	0.00

58,169.00

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001627	00005717	010-89865	12/2/2010	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001627	00005719	010-89863	12/2/2010	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00006506	010-89885	2/16/2011	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00006587	010-89945	2/25/2011	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007085	010-90035	4/22/2011	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007440	010-90096	5/23/2011	2011
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002130	00007807	010-90158	7/7/2011	2011
34800	55.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00008509	010-89906	2/16/2011	2011
34800	5747.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007439	010-90095	5/25/2011	2011
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001305	00004618	060-79862	8/16/2010	2011
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001305	00004619	060-79866	8/16/2010	2011
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001305	00004620	060-79866	8/16/2010	2011
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00006303	010-89884	2/2/2011	2011
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00006586	010-89944	2/2/2011	2011
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007081	010-90035	4/22/2011	2011
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007084	010-90032	4/22/2011	2011
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002130	00007806	010-90157	7/12/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00005302	010-89883	2/2/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00006588	010-89946	3/3/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00006589	010-89955	3/3/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00006590	010-89956	3/3/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001915	00006960	010-89981	4/4/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007441	010-90097	5/25/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007442	010-90113	5/25/2011	2011
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002130	00007805	010-90149	7/12/2011	2011
34800	6855.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001915	00007008	010-89998	4/6/2011	2011
34800	8305.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007333	010-90009	5/13/2011	2011
34800	10422.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007496	010-90116	6/3/2011	2011
34800	10917.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00008508	010-89905	2/17/2011	2011
34800	11550.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00006304	010-89886	2/15/2011	2011
34800	11577.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00007007	010-89957	4/6/2011	2011
34800	12127.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001747	00006511	010-89907	2/17/2011	2011
34800	12732.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007334	010-90037	5/13/2011	2011
34800	13310.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001973	00007335	010-90038	5/13/2011	2011
34800	13597.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001305	00004617	060-79881	8/16/2010	2011
34800	13832.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002038	00007498	010-90132	6/3/2011	2011
34800	14437.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001627	00005718	010-89864	12/6/2010	2011
34800	15423.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001305	00004616	060-79878	8/16/2010	2011
34800	17325.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001627	00005720	010-89861	12/6/2010	2011
34800	18480.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000001823	00007006	010-89860	4/6/2011	2011

289233.000

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
34800	27.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007987	010-89822	8/3/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007990	010-89881	8/3/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008229	010-90284	8/29/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008234	010-90296	8/29/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00008789	010-90377	10/21/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00008791	010-90378	10/21/2011	2012
34800	27.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00009049	010-90364	11/16/2011	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002528	00009690	010-90409	1/24/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010154	010-90444	3/13/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010156	010-90472	3/13/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010160	010-90478	3/13/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010163	010-90488	3/13/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010391	010-90495	4/3/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010789	010-90518	5/11/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010791	010-90523	5/11/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011144	010-90543	6/20/2012	2012
34800	27.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003175	00011269	010-90559	7/5/2012	2012
34800	54.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007977	010-89804	8/3/2011	2012
34800	55.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010161	010-90470	3/13/2012	2012
34800	81.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007979	010-89814	8/2/2011	2012
34800	82.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002369	00008601	010-90311	10/5/2011	2012
34800	83.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010386	010-90447	4/5/2012	2012
34800	83.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010389	010-90506	4/5/2012	2012
34800	83.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011152	010-90545	6/21/2012	2012
34800	110.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00009047	010-90367	11/16/2011	2012
34800	138.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003175	00011281	010-90569	7/8/2012	2012
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008018	010-89788	8/9/2011	2012
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008017	010-89789	8/9/2011	2012
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008018	010-89792	8/9/2011	2012
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008019	010-89824	8/9/2011	2012
34800	5749.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008020	010-89825	8/9/2011	2012
34800	5772.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010150	010-90443	3/16/2012	2012
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008233	010-90285	9/1/2011	2012
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00008788	010-90376	10/21/2011	2012
34800	5775.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00008790	010-90378	10/21/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002202	00008021	010-89871	8/9/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008230	010-90277	9/1/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008232	010-90278	9/1/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008235	010-90297	9/1/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008254	010-90288	9/2/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002369	00008603	010-90329	10/7/2011	2012
34800	5802.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002369	00008605	010-90338	10/5/2011	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002528	00009417	010-90397	12/23/2011	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002563	00009529	010-90425	1/11/2012	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010155	010-90471	3/16/2012	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010159	010-90477	3/16/2012	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010788	010-90517	5/16/2012	2012
34800	5827.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010790	010-90522	5/16/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002563	00009499	010-90422	1/9/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002563	00009530	010-90429	1/11/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010157	010-90475	3/16/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010387	010-90438	4/11/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010792	010-90525	5/16/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003044	00010793	010-90531	5/16/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011142	010-90539	6/25/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011154	010-90570	6/26/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011155	010-90562	6/26/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011156	010-90560	6/26/2012	2012
34800	5855.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003175	00011282	010-90586	7/13/2012	2012
34800	9267.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002369	00008602	010-90312	10/5/2011	2012
34800	9679.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011143	010-90542	6/25/2012	2012
34800	10300.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007973	010-89794	8/4/2011	2012
34800	11550.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008227	010-90275	9/1/2011	2012
34800	12043.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010388	010-90507	4/11/2012	2012
34800	12127.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002289	00008228	010-90283	9/1/2011	2012
34800	12562.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007976	010-89803	8/4/2011	2012
34800	12622.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002369	00008600	010-90310	10/7/2011	2012
34800	14306.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007981	010-89821	8/4/2011	2012
34800	14430.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838	00010164	010-90467	3/16/2012	2012
34800	14485.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010393	010-90493	4/11/2012	2012
34800	15234.750	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010390	010-90505	4/11/2012	2012
34800	15396.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007972	010-89783	8/4/2011	2012
34800	15423.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007988	010-89823	8/4/2011	2012
34800	15478.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007978	010-89813	8/4/2011	2012
34800	15595.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003153	00011153	010-90544	6/26/2012	2012
34800	16747.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00009050	010-90363	11/17/2011	2012
34800	17077.500	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002394	00009048	010-90366	11/17/2011	2012
34800	17427.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002528	00009691	010-90416	1/27/2012	2012
34800	20313.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002528	00009688	010-90408	1/27/2012	2012
34800	23088.000	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002935	00010385	010-90446	4/11/2012	2012
34800	23171.250	00000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002838				

34800	23254.500	0000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003175	00011280	010-90568	7/11/2012	2012
34800	27115.000	0000000000000000004514	0000012779	Orchid Cellmark	DFA	0000002201	00007989	010-89880	8/4/2011	2012
34800	27167.250	0000000000000000004514	0000012779	Orchid Cellmark	DFA	0000003175	00011268	010/90558	7/9/2012	2012

622368.750

[Contract](#) | [Create Release](#) | [Review Releases](#)

SetID: SHARE **Status:** Approved
Contract ID: 0000000000000000000000004514 **Contract Type:** SVC (FA) type Contract

Administrator:
 Authored Document

Authoried Status: Executed **Version:** 0.02 **Amendment:** 1 [Maintain Document](#)

Header

Process Option: General Contract [Add Comments](#) [Activity Log](#)
Vendor: ORCHID CEL-001 [Contract Activities](#) [Document Status](#)
Vendor ID: 0000012779 Orchid Cellmark Inc [Primary Contact Info](#) [Thresholds & Notifications](#)
Begin Date: 09/01/2008 Vendor Details [Contract Agreement](#) [*Additional Contract Info](#)
Expire Date: 08/31/2013 [Sub Contractor](#) [Amount Summary](#)
Currency: USD CRRNT **Maximum Amount:** 1,903,831.00 USD
Primary Contact: **Line Released:** 1,889,792.25
Vendor Contract Ref: FA0925877 **Open Item Relsd:** 0.00
Description: 090108 STR ANALYSES **Total Released Amount:** 1,889,792.25
Master Contract ID: **Remaining Amount:** 14,038.75
 Tax Exempt **Remaining Percent:** 0.74

Order Contract Options

Allow Multicurrency PO Allow Open Item Reference Must Use Contract Rate Date
 Corporate Contract Adjust Vendor Pricing First **Rate Date:** 04/03/2009
 Lock Chartfields Price Can Be Changed on Order

[PO Defaults](#) [PO Open Item Pricing](#)

Voucher Contract Options

Invoice Number: **Gross Amount:** 0.00 USD
AP Business Unit: **Freight Amount:** 0.00
Accounting Template: **Sales Tax Amount:** 0.00
Payment Terms ID: **VAT Amount:** 0.00
Basis Dt Type: **Misc Charge Amount:** 0.00
[Miscellaneous Charges](#) [Retention](#)

[Catalog](#) [Item Search](#)

Lines												
Details		Order By Amount	Item Information	Default Schedule	Release Amounts	Release Quantities	Customize Find View All		First	1 of 1	Last	
Line	Type	Type ID	Description	UOM	Category	Merchandise Amt					Include for Release	Status
1	Item		STR AnalysesBuccal Samples	UN	948-55	1475869.00					<input checked="" type="checkbox"/>	Active

[View Category Hierarchy](#) [Category Search](#)

[Contract](#) | [Create Release](#) | [Review Releases](#)

Contract | Create Release | Review Releases

SeUD: SHARE ***Status:** Approved

Contract ID: 000000000000000000004514 **Contract Type:** Spc of A type contract

Administrator: [Field]

Authorized Document:

Authorized Status: Executed **Version:** 0.02 **Amendment:** 1 **Mainline Document**

Header

Process Option: General Contract [Add Comments](#) [Activity Log](#)
Vendor: ORCHID CEL-001 [Contract Activities](#) [Document Status](#)
Vendor ID: 000012779 **Orchid Cellmark Inc.** [Primary Contact Info](#) [Thresholds & Notifications](#)
Begin Date: 09/01/2009 [Vendor Details](#) [Contract Agreement](#) [*Additional Contract Info](#)
Expire Date: 08/31/2013 [Sub Contractor](#) [Amount Summary](#)

Currency: USD CRRNT **Maximum Amount:** 1,903,831.00 USD
Primary Contact: **Line Released:** 1,734,586.50
Vendor Contract Ref: FA0925877 **Open Item Released:** 0.00
Description: 090108 STR ANALYSES **Total Released Amount:** 1,734,586.50
Master Contract ID: **Remaining Amount:** 189,244.50
Tax Exempt: [Field] **Remaining Percent:** 8.89

Order Contract Options

Allow Multicurrency PO **Allow Open Item Reference** **Must Use Contract Rate Date**
 Corporate Contract **Adjust Vendor Pricing First** **Rate Date:** 04/03/2009
 Lock Charfields **Price Can Be Changed on Order**

[PO Defaults](#) [PO Open Item Pricing](#)

Voucher Contract Options

Invoice Number: **Gross Amount:** 0.00 USD
AP Business Unit: **Freight Amount:** 0.00
Accounting Template: **Sales Tax Amount:** 0.00
Payment Terms ID: **VAT Amount:** 0.00
Basis DI Type: **Misc Charge Amount:** 0.00
Miscellaneous Charges: Retention

Add Items From

[Catalog](#) [Item Search](#)

Line	Type	Type ID	Description	UOM	Category	Merchandise Amt	Include for Release	Status
1	Item		STR Analyses Buccal Samples	UN	948-55	1475866.00		Active

[View Category Hierarchy](#)

[Category Search](#)

[Save](#) [Return to Search](#) [Previous in List](#) [Noty](#) [Refresh](#)

[Add](#)

Contract | [Create Release](#) | [Review Releases](#)

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	34800-13008	
1. Procuring Agency	Tennessee Bureau of Investigation	
2. Contractor	Orchid Cellmark, Inc.	
3. Contract #	FA-09-25877	
4. Proposed Amendment #	3	
5. Edison ID #	4514	
6. Contract Begin Date	1September 2008	
7. Current Contract End Date – with ALL options to extend exercised	31 August 2013	
8. Proposed Contract End Date – with ALL options to extend exercised	No change requested	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 1,962,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 2,032,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The subject contract concerns the DNA testing of certain arrestees deemed by statute to require registration and database cataloguing. These arrestees include violent crime arrestees, certain sexual crime arrestees and certain drug offense arrestees. The proposed amendment represents an increase in the maximum liability in the amount of \$70,000. We have had an increase in the number of samples to be sent for analysis. This contract was originally awarded by RFP and is set to expire in August 2013. A new RFP is being issued.</p>	
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	34800-13008
<p>– NOT required for a TN state education institution</p> <p>Bruce Boeko Orchid Cellmark, Inc. 1400 Donelson Pike, Suite A-15 Nashville, Tennessee 37217</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Contractor was originally awarded this contract after winning an RFP in 2008. Contractor has performed well under the contract for the previous four years.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Contractor was originally awarded this contract after a RFP in 2008. The requested increase in maximum liability is to cover an unexpected increase in the number of samples requiring analysis. This will complete the contract as a new RFP is in the process of being issued. Accordingly, it is in the best interests of the State to grant the request.</p>	
<p>18. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>The requested increase in the maximum liability is in the best interest of the State and will complete this contract as it is set to fully expire in August 2013.</p>	
<p>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</p> <p> 6-6-13</p>	



CONTRACT AMENDMENT

Agency Tracking # 34800-13008	Edison ID 4514	Contract # FA0925877	Amendment # 3		
Contractor Legal Entity Name Orchid Cellmark, Inc.			Edison Vendor ID 12779		
Amendment Purpose & Effect(s) Increase maximum liability to provide funds for remainder of contract term.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 31 August 2013			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 270,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$58,169.00				\$58,169.00
2010	\$588,247.50				\$588,247.50
2011	\$289,233.00				\$289,233.00
2012	\$341,316.25	\$281,052.00			\$622,368.25
2013	\$28,801.50	\$375,180.75			\$403,982.25
2014	\$27,000.00	\$243,000.00			\$270,000.00
TOTAL:	\$1,332,767.25	\$899,232.75			\$2,232,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE	
Speed Chart (optional) BI-35 / BI-557		Account Code (optional) 70804000			

**AMENDMENT THREE
OF CONTRACT FA-09-25877-00**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Orchid Cellmark, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed TWO MILLION TWO HUNDRED THIRTY-TWO THOUSAND DOLLARS AND NO CENTS (\$2,232,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 11, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORCHID CELLMARK, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:

MARK GWYN, DIRECTOR

DATE



CONTRACT AMENDMENT

Agency Tracking # 34800-12009	Edison ID 4514	Contract # FA-09-25877	Amendment # 2		
Contractor Legal Entity Name Orchid Cellmark, Inc.			Edison Vendor ID 12779		
Amendment Purpose & Effect(s) Extends contract term only.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 31 August 2013			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$545,000.00				\$545,000.00
2010	\$654,000.00				\$654,000.00
2011	\$654,000.00				\$654,000.00
2012	\$109,000.00				\$109,000.00
2013	N/A				N/A
2014	N/A				N/A
TOTAL:	\$1,962,000.00				\$1,962,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) B100000035		Account Code (optional) 70804000			



**AMENDMENT TWO
OF CONTRACT FA-09-25877-00**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Orchid Cellmark, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period beginning September 1, 2008, and ending on August 31, 2013. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective September 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORCHID CELLMARK, INC.:

Angie R. Miller 6-19-12
SIGNATURE DATE

Angie R. Miller, Contract Manager
PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:

Mark Gwyn 6/22/12
MARK GWYN, DIRECTOR DATE

**CONTRACT AMENDMENT**

Agency Tracking # 34800-70108	Edison ID 4514	Contract # FA-09-25877-	Amendment # 1		
Contractor Legal Entity Name Orchid Cellmark, Inc.			Edison Vendor ID 12779		
Amendment Purpose & Effect(s) Extends contract term only.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 31 August 2012			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:			N/A		
Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$545,000.00				\$545,000.00
2010	\$654,000.00				\$654,000.00
2011	\$654,000.00				\$654,000.00
2012	\$109,000.00				\$109,000.00
2013	N/A				N/A
TOTAL:	\$1,962,000.00				\$1,962,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE FA0925877-01		
Speed Chart (optional) B100000035		Account Code (optional) 70804000			



**AMENDMENT ONE
OF CONTRACT FA-09-25877-00**

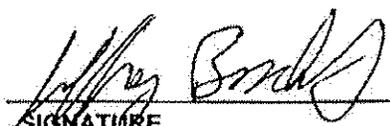
This Amendment is made and entered by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Orchid Cellmark, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning September 1, 2008, and ending on August 31, 2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORCHID CELLMARK, INC.:



 SIGNATURE 6/3/11
 DATE
 Jeffrey Borschwitz VP NA Marketing and Sales

 PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:



 MARK GWYN, DIRECTOR 5/31/11
 DATE

CONTRACT SUMMARY SHEET

021908

RFS#	Contract #
348.00-701-08	EC 4514 FA-09-25877-00
State Agency	State Agency Division
Tennessee Bureau of Investigation	Crime Laboratory
Contractor Name	Contractor ID # (FEIN or SSN)
Orchid Cellmark, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 223392819-01

Service Description
This contract provides for short tandem repeat (STR) analyses on buccal samples taken from arrestees of certain offenses enumerated in TCA 40-35-321.

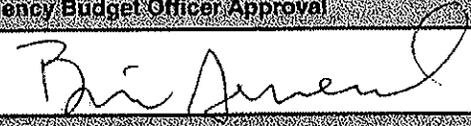
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Sep-08	31-Aug-11	Vendor	

Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
34800	03	084	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$ 545,000.00				\$ 545,000.00
2010	\$ 654,000.00				\$ 654,000.00
2011	\$ 654,000.00				\$ 654,000.00
2012	\$ 109,000.00				\$ 109,000.00
			OCT 20 2008		\$ -
					\$ -
TOTAL	\$ 1,962,000.00	\$ -	\$ -	\$ -	\$ 1,962,000.00

COMPLETE FOR AMENDMENTS ONLY

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
			Brian Senecal, Fiscal Director 615.744.4112
			State Agency Budget Officer Approval
			
			Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL			OCT 13 2008
End Date			

Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	<input type="checkbox"/> Other *

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR
AUG 16 2008
RECEIVED

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
ORCHID CELLMARK INC.**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Orchid Cellmark Inc., hereinafter referred to as the "Contractor," is for the provision of short tandem repeat (STR) analyses on buccal samples taken from arrestees of certain offenses enumerated in Tenn. Code Ann. § 40-35-321, as further defined in the "SCOPE OF SERVICES."

The Contractor is a FOR-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: 223392819

Contractor Place of Incorporation or Organization: DELAWARE

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Pursuant to Tennessee Code Annotated § 40-35-321, the Tennessee Bureau of Investigation receives certain arrestees' biological samples for analysis, maintenance and preservation. Contractor will perform the analysis function for the State. Contractor will provide short tandem repeat (STR) analysis.
- A.3. Samples to be analyzed will consist of buccal swabs. The samples will be sent in batches and the number per month will vary. Currently, the State receives three to four hundred samples per month. Contractor shall be prepared for as many as 2,000 samples per month.
- A.4. Contractor must use compatible equipment with State and adhere to the State's profile acceptance guidelines. The State uses ABI/Perkin-Elmer equipment. Contractor must use Genotyper and if the State so requests, the Contractor must convert to GeneMapper. Contractor must provide to State a detailed analytical protocol and a list of all equipment used. The analytical protocol used by the contractor and all data generated are to adhere to specifications as outlined by the following: The Guidelines for Acceptance of DNA Data into CODIS for a Quality Assurance Program for DNA Analysis published by the DNA Advisory Board. Profiler Plus and CoFiler kits are the only acceptable analysis/amplification kits to the State.
- A.5. At its own expense, Contractor must participate in an external proficiency testing program that has been approved by the American Society of Crime Laboratory Director Laboratory Accreditation Board (ASCLD/LAB). Each of Contractor's analysts assigned to the contract must successfully complete two proficiency tests per year and provide to the State documentation of such compliance.
- A.6. Contractor must be certified by either the National Forensic Science Technology, American Society of Crime Laboratory, or Forensic Quality Services accredited and submit proof of this certification or accreditation. The certification or accreditation must be current and valid throughout the term of the contract. A lapse in certification or accreditation will constitute a breach of contract. A copy of the most current audit must be provided to the State.
- A.7. State will inspect the Contractor's lab before any samples are sent and has the right to inspect the Contractor laboratory testing facility annually. Contractor shall pay all of State's travel expenses up to two State employees per visit.
- A.8. Contractor must have its own location and workspace, materials and supplies. State will not provide Contractor with space to perform the work, materials, or supplies.

- A.9. Contractor shall be solely responsible for any costs associated with expert witness testimony.
- A.10. Contractor will provide for pickup or shipment within forty-eight (48) hours of State's request from the State's labs in Nashville, Memphis and Knoxville. The turnaround time from the time a sample is received by the contractor until analysis is completed and the sample is returned to TBI must be no more than forty five (45) calendar days. If the deadline cannot be met, the State will require a memorandum detailing the circumstances that prevent the sample from being completed and returned. Contractor shall be responsible for all transportation costs including but not limited to shipment of samples to and from the State's locations or courier services.
- A.11. Buccal samples are to be extracted and quantitated with a portion of the DNA to be analyzed with the 13 core short tandem repeat loci. The probes to be used are as follows:

1. D3S1358
2. VWA,
3. FGA,
4. D21S11,
5. D8S1179,
6. D18S51,
7. D5S818,
8. D13S317,
9. D7S820,
10. TH01,
11. TP0X,
12. CSF1P0; and,
13. D16S539

as required for participation in the national DNA index system (NDIS). The sizing data in appropriate format for insertion into CODIS is to be transmitted via CD-ROM, as well as hard copy format. Contractor shall follow its company's protocol concerning requirements regarding peak imbalances for heterozygous loci. The minimum peak height for homozygotes and heterozygotes is 150 RFUs. The maximum peak height for homozygotes and heterozygotes is 6000 RFUs.

- A.12. After processing the samples, problem documentation, an allelic table, "raw" gene scan data, and the profiles in electronic format suitable for export into the CODIS system will be transmitted to the State laboratory by direct mail, overnight express, or direct delivery service within seven (7) days of completion of the analysis. All handling of these samples and materials must be in accordance with the well documented chain-of-custody to insure the integrity of the samples and related materials. Chain-of-custody, extraction, quantitation, and thermal cycle history of the samples shall be available upon the State's request.
- A.13. The Contractor will not use the samples submitted by the State for analysis for any other purpose other than for the determination of the DNA identification profile requested by TBI. The Contractor will afford reasonable security of the samples and any data generated from the analysis of said samples. The samples remain the property of the State. Only one half of the sample shall be used and the other half shall be returned to the State upon completion of the analysis.
- A.14. Contractor must repeat the analysis of any sample that is deemed necessary by the State after a quality review. Repeat analysis will be performed at no extra cost to the State. Repeat analyses may be requested when samples appear weak or overloaded.
- A.15. The State will resubmit duplicate samples (5% or more) for reanalysis by the Contractor. The Contractor will assure that any discrepancies detected are resolved to the satisfaction of the State.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on September 1, 2008 and ending on August 31, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Nine Hundred Sixty-Two Thousand Dollars (\$1,962,000). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Analysis of Buccal Sample of Arrestee Charged with Offense(s) as set out by the Tennessee Code Annotated § 40-35-321 from September 1, 2008 through August 31, 2009	\$ 27.00
Analysis of Buccal Sample of Arrestee Charged with Offense(s)	\$ 27.25

as set out by the Tennessee Code Annotated § 40-35-321 September 1, 2009 through August 31, 2010	
Analysis of Buccal Sample of Arrestee Charged with Offense(s) as set out by the Tennessee Code Annotated § 40-35-321 September 1, 2010 through August 31, 2011	\$ 27.50
Analysis of Buccal Sample of Arrestee Charged with Offense(s) as set out by the Tennessee Code Annotated § 40-35-321 September 1, 2011 through August 31, 2012*	\$ 27.75
Analysis of Buccal Sample of Arrestee Charged with Offense(s) as set out by the Tennessee Code Annotated § 40-35-321 September 1, 2012 through August 31, 2013*	\$ 28.00

*Contingent upon the Contract being extended through an Amendment.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Fiscal Unit
c/o TBI
901 R.S. Gass Blvd
Nashville, TN 37216

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Bureau of Investigation & Crime Lab;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Joe Minor
901 R.S. Gass Blvd.
Nashville, TN 37216
joe.minor@state.tn.us
Telephone # 615-744-4494
FAX # 615-744-4656

The Contractor:

Bruce Boeko
Orchid Cellmark Inc.
1400 Donelson Pike, Suite A-15
Nashville, TN 37217
Bboeko@orchid.com
(615) 360-5000
(615) 360-5003

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute,

modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

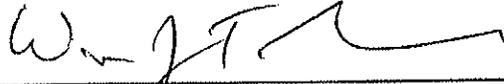
E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-348.00-701-08 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.11. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.

IN WITNESS WHEREOF:

ORCHID CELLMARK INC:

 7/25/08

ORCHID CELLMARK INC. SIGNATURE DATE

WILLIAM J. THOMAS, VICE PRESIDENT AND GENERAL COUNSEL

TENNESSEE BUREAU OF INVESTIGATION:

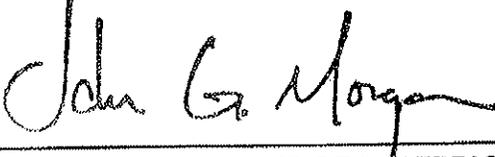
 8/4/08

MARK GWYN, DIRECTOR DATE

APPROVED:

 10/15/08

M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

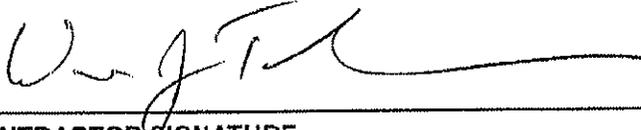
 10/16/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	ORCHID CELLMARK INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

WILLIAM J. THOMAS, VICE PRESIDENT AND GENERAL COUNSEL

DATE OF ATTESTATION

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	348.00-701-08
Contractor:	Orchid Cellmark, Inc.
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY <i>(e.g., sole proprietorship, partnership, or corporation)</i>
Is or has the contractor been a state employee? <input type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>
CONTRACTOR SIGNATURE	 WILLIAM J. THOMAS VICE PRESIDENT & GENERAL COUNSEL
CONTRACTOR	DATE 07-31-08