Request for Proposals (RFP)

For

DNA Analysis -DNA Outsource Project

For

Houston Forensic Science Center, Inc.

November 2,2026

Rev.11.2.26

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I. PURPOSE & BACKGROUND

The Houston Forensic Science Center, Inc. (HFSC) invites Proposals from firms interested in and capable of providing DNA Analysis on untested Sexual Assault Kits (SAKs) and non-SAK samples within a 60-90 day turnaround time from the time the respondent receives the evidence. This project will include the anticipated testing of a total of approximately 80-120 untested SAKs a month and potentially 0-50 non-SAK samples a month. The successful respondent(s) will receive the cases by shipment from HFSC monthly over the course of approximately 2 years.

Successful proposals should accommodate the possibility that HFSC may cease or extend sending cases/samples depending on funding and workflow needs. HFSC will provide 30 days' notice of stoppage. HFSC does not guarantee a minimum number of cases will be shipped to the selected respondent(s) for testing and HFSC may select more than one vendor to perform the work. This project may utilize federal grant funds if that occurs there will be two contracts with each vendor selected, a non-grant contract and a grant contract**.** The issuance of the any grant contracts requires the submission and approval of a NEPA checklist from the selected vendor(s) prior to execution of the grant contract.

HFSC anticipates the project will include SAK case testing for single and multiple-assailant kits as well as non-SAK cases, as described herein, however, HFSC does not guarantee any maximum or minimum number of single-assailant, multiple-assailant, or non-SAK cases will be shipped to the successful respondent(s), except that the total number of all cases for the project will be up to approximately 80-120 untested SAKs a month and up to 50 non-SAK samples a month for a two year period. As such, all proposals should contemplate that all, some or none of the SAK cases sent in any given shipment will be single-assailant, and similarly, all, some, or none of the SAK cases sent in any given shipment will be multi-assailant. HFSC anticipates during this two year period to gradually decrease the number of cases being outsourced- there is not a specific timeline associated with this. HFSC makes no representation or guarantee regarding a minimum number of cases that will be sent to the successful respondent(s) during the agreement. SAK cases may be submitted as pre-portioned samples in tubes ready for extraction or they may be submitted in original kit form without any previous analysis or portioning.

II. DEFINITIONS

"Project" means the outsourcing of DNA analysis of up to approximately 80-120 untested SAKs a month and up to 50 non-SAK samples a month for a two year period, as described in Exhibit "A", Scope of Work, for Houston Forensic Science Center, Inc.

"Project Coordinator" means Amy Castillo (Chief Operations Officer), whose email address is acastillo@hfsctx.gov

"Proposal" means a Respondent's written response to and in accordance with this RFP.

"Proposal Time/Date" means at or before 2:00 p.m. in Houston, Texas, on November 30,2026.

"Respondent" means an entity that submits a Proposal in response to this RFP.

"Successful Respondent" means the Respondent selected by HFSC to perform the Project, subject to negotiation of a mutually acceptable contract.

"You" or "Your" refers to the Respondent's firm.

III. ADDENDA

All addenda, amendments and interpretations to or of this RFP shall be in writing. Any addendum, amendment or interpretation that is not in writing shall not bind HFSC. Respondent shall use only information supplied by HFSC in writing or outlined in this RFP in preparing the Proposal.

HFSC does not assume responsibility for the receipt of any addendum, amendment or interpretation by Respondents. Respondents, their authorized representatives, and agents are responsible for obtaining, and will be deemed to have, full knowledge of the addenda, amendments, interpretations, conditions, requirements, and specifications of the RFP at the time a Proposal is submitted.

No addendum, amendment or interpretation will be issued later than **12 noon on November 13, 2026,** except addenda with minor clarifications, withdrawing the RFP, or postponing the Proposal Time/Date.

IV. SCOPE OF WORK

The Scope of Work is defined in Exhibit "A" attached hereto and incorporated into this RFP for all purposes.

V. PROPOSALS

A. General Requirements

Proposals shall be delivered via email to the Project Coordinator, Amy Castillo, (acastillo@hfsctx.gov) at or before the Proposal Time/Date. All submissions shall be as PDF files (Adobe Acrobat). File names shall be clearly labeled and organized.

The completed attachments shall be included with the Proposal:

Attachment 1, Price Proposal Form

Attachment 2, Reference Forms

Attachment 3, Disclosure Statement/Conflict of Interest Form

Attachment 4, DNA Mixture Interpretation Guidelines used by the laboratory

If a Respondent considers any portion of its Proposal to be confidential, Respondent must also submit a "REDACTED COPY" in hard copy and on a CD, DVD-ROM or USB flash. See Section VIII.H below for further details.

It is not necessary to prepare your Proposal using elaborate covers, brochures, artwork, or other visual presentation aids.

A Proposal, upon submission, shall be the property of HFSC. In its sole discretion, HFSC shall have the right to reproduce and disseminate the Proposal within HFSC.

B. Organization of the Proposal

To enable HFSC to efficiently evaluate the Proposals, each Proposal shall be organized in the following order:

First page: The first page shall contain:

a. The Project name - "DNA Analysis -DNA Outsource Project", "Proposal by [Respondent's name]", and the Proposal date.

b. Information about Respondent's PRIMARY CONTACT:

Contact Name, Title:
Address:
Phone Number:
Fax Number:
Email Address:

c. Information about Respondent's SECONDARY CONTACT:

Contact Name, Title:
Address:
Phone Number:
Fax Number:
Email Address:

Table of Contents: The next page shall be a table of contents.

Tab 1 – Executive Summary:

a. Provide an Executive Summary demonstrating an understanding of HFSC's requirements and a sound method of providing the solution.

b. Also provide the following information about the Respondent:

i. Name and address of the business entity
ii. Ownership (public company, partnership, subsidiary, privately held, etc.)
iii. Place of incorporation, or other form of organization
iv. Brief history of the entity

Tab 2 - Relevant Experience and References:

The purpose of this section is to provide HFSC with a basis for determining Respondent's direct experience that is relevant to the requirements of this RFP. HFSC desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

Describe at least three and no more than five projects that best illustrate Respondent's qualifications and experience in projects of similar complexity to this Project. For each project, include:

a. Nature, scope, size and cost of the project

b. Dates of commencement and completion
c. Name, title and contact information for the primary contact at the customer company/agency ("Reference"). HFSC intends to contact the Reference for the person's and company's/agency's evaluation of Respondent's performance in the project. Completed Reference Forms shall be included in Attachment 2.

Firms that are current or former parent or subsidiary companies of Respondent will not be accepted as References.

Tab 3 – Narrative:

Respondent shall provide a narrative describing:

a. Organization Capabilities - Describe your experience performing similar projects in terms of equivalent scope, services, government program type (e.g., criminal justice), size, and project characteristics. Describe, for each member of key personnel that person's experience in projects of comparable size and scope to the HFSC Project.

b. Proposed Approach/Strategy - For the HFSC Project, describe how the services will be performed, the technology proposed to support the process, the type of management controls to be used, the project management methods to be employed in the process, and the reporting processes used to provide project status throughout the Project.

c. Track record - Describe the extent to which you have met deadlines, ensured quality and worked within a budget on projects similar to the HFSC Project.

d. Systems and processes – Describe your systems and processes for timely performance and quality assurance to ensure that product, service and training meets expected standards in projects similar to the HFSC Project.

If Respondent or any subcontractor contracted with HFSC or the City of Houston during the past 24 months, indicate the name and contact information for the primary contact within HFSC or the City, as well as a project description and/or other information available to identify the contract.

Tab 4 – Technical Section:

The objective of the Technical Section is to demonstrate Respondent's ability and readiness to successfully deliver the products and services requested. Include a description of how Respondent will perform the tasks in the Scope of Work.

Tab 5 - Quality of Service:

Testimonials: Respondents may include no more than three one-page letters from clients that they have worked with on previous projects. Letters should comment on experiences and qualitative matters related to services received from Respondent. Include current contact information for each person signing the testimonial letter.

Tab 6 – Attachments:

Attachment 1, Price Proposal Form

HFSC's cost of implementing Respondent's Proposal shall be presented by completing and submitting Attachment 1, "Price Proposal". Failure by Respondent to provide a price on Attachment 1 will result in HFSC deeming the Proposal non-responsive and rejecting the Proposal. Footnotes, notations, and exceptions made to Attachment 1 will not be considered.

Attachment 2, Reference Forms

a. HFSC will choose, at its discretion, Respondent's References to contact to complete an evaluation.

b. HFSC will attempt to contact each selected Reference by phone or email at least three times. If the contact person cannot be reached following at least three attempts, the Proposal shall receive a score of zero for that Reference evaluation. HFSC will not attempt to correct incorrectly supplied information and will not select a replacement for a non-responding Reference.

c. Failure to provide the required information for a minimum of three separate and verifiable clients on Attachment 2 or failure to provide the required information for each Reference may result in the Proposal receiving a score of zero for the Reference section of the evaluation criteria.

Attachment 3, Disclosure Statement/Conflict of Interest Form

Attachment 4, DNA Mixture interpretation guidelines used by the laboratory

Tab 7 - MWSBE Certification (if applicable):

Attach a copy of the Minority, Women and Small Business Enterprise (MWSBE) Certification, if Respondent or a subcontractor is certified with the City of Houston.

VI. SELECTION PROCESS

The selection process will involve an evaluation which will rank each Respondent's Proposal based on the selection criteria set out in Section VII of this RFP. The apparent Successful Respondent(s) will be the Respondent(s) that offers the best value to HFSC based on the Proposal score.

VII. SELECTION CRITERIA

A selection committee composed of representatives from HFSC will review the Proposals. HFSC shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services, for a fair and reasonable price. More specifically, HFSC will evaluate the Proposals using the following criteria:

- Experience based on the projects described in Tab 2 (Relevant Experience and References).
  Maximum 10 points
- Experience in projects of comparable size and scope to the HFSC Project, as described in Tab 3 (Narrative).
  Maximum 10 points
- Understanding of HFSC's needs and appropriateness of Respondent's approach to this Project, as described in Tab 1 (Executive Summary). This will include an evaluation of pricing as well as ability to meet turn around times as outlined in the Purpose and Background.
  Maximum 20 points
- Track record of meeting deadlines, ensuring quality, and working within a budget, as described in Tab 3 (Narrative).
  Maximum 15 points
- Demonstrable systems and processes in-house for ensuring quality and timely performance on projects, as explained in Tab 3 (Narrative).
  Maximum 10 points
- Track record of meeting deadlines, ensuring quality, and working within a budget on previous projects with the Houston Forensic Science Center Lab (if this is not applicable scoring will be out of a maximum of 90 points)
  Maximum 10 points
- Proposed turnaround time for completion of results/ reports
  Maximum 10 points
- Alignment of vendor laboratory's work product/processes into HFSC processes and capabilities
  Maximum 10 points
- Alignment of DNA mixture interpretation guidelines with HFSC mixture interpretation guidelines
  Maximum 5 points

VIII. EVALUATION PROCESS

HFSC will establish a selection committee to review the Proposals of all responsive Respondents. If HFSC finds it necessary to seek clarification of information submitted in the Proposal, HFSC may do so by submitting written questions to all or selected Respondents. Respondents' responses to these questions must be submitted to HFSC in writing in accordance with the instructions provided at the time of the request.

HFSC reserves the right to waive minor irregularities in a Proposal. A minor irregularity is a variation of a technical nature that does not affect the price of the Proposal or give a Respondent a substantial or unfair advantage over other Respondents.

HFSC may consider any information or evidence that comes to its attention and reflects upon a Respondent's capability to fully perform the contract requirements and/or upon a Respondent's integrity or reliability.

HFSC intends to award a contract to the Respondent with the highest cumulative total points for the evaluation

criteria specified herein. However, at its sole discretion HFSC may choose to contract with more than one Respondent, if doing so is the best value for HFSC.

IX. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. HFSC reserves the right to amend or withdraw the RFP; accept or reject any or all Proposals or portion(s) of a Proposal; request more detailed information; re-solicit for new Proposals; abandon the need for such products and services; or make an award without further discussion of the Proposals submitted.

B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to HFSC for consideration in the selection process shall be excluded.

C. Duty of Continuing Disclosure of Legal Proceedings: If applicable, Respondent must disclose in a written statement to HFSC, as part of the Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings ("Proceedings") involving Respondent, a subcontractor, or a director or employee of Respondent or a subcontractor and involving any project like this Project. Thereafter, Respondent has a continuing duty to promptly disclose all such Proceedings upon occurrence. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.

D. Questions and Other Communications - The Project Coordinator is the only person at HFSC that Respondent is allowed to communicate with regarding the RFP. All inquiries regarding the RFP are to be directed to the Project Coordinator in writing. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All answers to questions and/or changes to the RFP will be provided by HFSC in a written notice to all Respondents. INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on HFSC and should not be relied upon by any Respondent.

E. **No Contact Period** – Neither Respondent nor any person acting on Respondent's behalf shall attempt to influence the outcome of the RFP by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed official or employee or staff member of HFSC, or their family members. **From issuance of the RFP to the time of HFSC's announcement of the Successful Respondent**, aside from Respondent's formal response to the RFP or written requests to the Project Coordinator for clarification, neither Respondent nor any person acting on its behalf shall contact any appointed official or employee or staff member of HFSC or attempt to persuade or influence the outcome of the RFP or obtain or deliver information intended to, or that could reasonably result in, an advantage to any Respondent.

F. Cost of Proposals – HFSC will not be responsible for costs incurred by anyone in connection with the preparation or submittal of a Proposal, any oral presentations or interviews, or any other activity related to this RFP prior to the execution of a formal contract.

G. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by HFSC, contract negotiations will determine the specific scope of work, fees, insurance coverage, and other contractual matters.

H. Confidential Information -

All Proposals shall be held confidential from other parties by HFSC to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their Proposals are subject to the provisions of the Texas Public Information Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the Proposal.

Respondent's Duties to Assert Exemption from Disclosure as Public Information: Any Proposal content submitted to HFSC that is asserted to be exempted by law from disclosure as public information shall be set forth on a page or pages separate from the rest of the Proposal, and clearly marked "EXEMPT," "CONFIDENTIAL," or "TRADE SECRET" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

An entire page or paragraph in which such information appears shall not be marked "EXEMPT", "CONFIDENTIAL" or "TRADE SECRET" unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) for which an exemption is claimed shall be identified and marked. Respondent is to indicate where such exempted confidential information begins and ends.

If Respondent considers any portion of the documents, data or record submitted in response to this RFP to be exempted by law from disclosure as public information, Respondent must also provide HFSC with a separate Redacted Copy of its Proposal, in hard copy and on a CD, DVD-ROM or USB flash drive, at the time of Proposal submission. This Redacted Copy shall contain Respondent's name and the Project name on the cover and shall be clearly titled "REDACTED COPY." The Redacted Copy must only exclude or obliterate those exact portions that are exempted by law from public disclosure.

Any claim of exemption from public disclosure is waived upon submission of a Proposal, unless addressed as set forth above.

It will be the responsibility of Respondent to defend its claim of exemption through the judicial or administrative process.

If it is determined that the Proposal does not contain any information that is exempted by law from public disclosure, Respondent shall provide as part of the Proposal a written statement to that effect that is executed by an authorized representative of Respondent with legal authority to make this determination on behalf of Respondent.

Respondent's submittal of a Proposal without a Redacted Copy shall constitute Respondent's authorization for HFSC to produce, in answer to a public information request, the entire document(s), data and records submitted to HFSC by Respondent and shall constitute Respondent's agreement to release, defend, indemnify, and hold harmless HFSC from all claims, causes of action, liabilities, fines, and expenses (including attorneys' fees, court costs, and interest) arising out of HFSC's production of the Proposal in HFSC's response to a public information request or litigation discovery request, whether such claim is asserted by Respondent or a third party.

Respondent's submittal of a Proposal shall constitute Respondent's agreement to release, defend, indemnify, and hold harmless HFSC from all claims, causes of action, liabilities, fines, and expenses (including attorneys'

fees, court costs, and interest) arising out of HFSC's production of the Redacted Copy in HFSC's response to a public information request or litigation discovery request, whether such claim is asserted by Respondent or a third party.

I. Conflict of Interest – Respondent's submittal of a Proposal shall constitute Respondent's covenant that it presently has no interest in and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this RFP. The Successful Respondent shall be required to provide written notification to HFSC within five working days of the discovery of any potential conflict of interest. HFSC reserves the right to make an independent determination as to whether or not a conflict of interest exists.

J. Type of Contract Contemplated - A fixed rate contract is proposed for a term of not more than one year for the initial term; however, HFSC reserves the right to award another type of contract if doing so is believed to be advantageous to HFSC, considering price and other factors. Successful Respondent shall be paid on a monthly billing cycle for the services rendered under the contract upon satisfactory completion of each month's portion of the services. A draft of a Contract for "DNA Analysis- DNA Outsource Project" is Exhibit "B" attached hereto. HFSC reserves the right to amend or edit the draft contract prior to entering into a final agreement with the Successful Respondent(s).

HFSC intends to execute the contract as soon as possible after HFSC's selection of the Successful Respondent(s). HFSC, at its sole discretion, may terminate discussions with the Respondent who submitted the highest ranked Proposal if a Contract is not executed within a reasonable time as determined by HFSC. Because of such conditions, HFSC may proceed to negotiate a contract with the Respondent who submitted the second ranked Proposal. **The draft Contract attached hereto as Exhibit "B" is not a binding agreement, unless and until HFSC sends the Successful Respondent(s) a final Contract for signature and execution.**

Exceptions to Standard Contract: Provide any exceptions to the sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

K. Contractors and Subcontractors – The contract with the Successful Respondent will not allow the subcontracting of any of the services except with HFSC's prior written approval. Therefore, the proposed use of subcontracts shall be included in Respondent's Proposal, if applicable.

L. Protests -

a. Any protests regarding the issuance of this RFP (Pre-Submission Protest) shall be submitted to HFSC in writing no later than five business days before the Proposal Time/Date.

b. Protests regarding the evaluation or rejection of proposals (Pre-Award Protest) must be submitted to HFSC in writing no later than five calendar days after the rejection of a proposal.

c. Protests made after HFSC's decision to award a contract (Post-Award Protest) must be submitted to HFSC in writing no later than five calendar days after the date of the award.

d. Any protest received after the applicable deadline will not be considered.

M. City of Houston Policies – Although HFSC is a local government corporation created by the City of Houston, HFSC is not bound by all City of Houston policies. Specifically, HFSC is not bound by the City of Houston's policies regarding procurement procedures, except those which are mandated by law for local government corporations. Nevertheless, for purposes of contracting with HFSC, the Successful Respondent should be aware that HFSC follows policies equivalent to the City's prevailing wage and minority/women, disadvantaged business enterprise policies.

N. Non-Exclusive Rights - Nothing in this RFP or the Contract resulting from this RFP shall preclude HFSC from purchasing products or services as described in this RFP from other Respondents or other entities.

O. Strict Enforcement - HFSC reserves the right to enforce strict compliance with any requirement of this RFP.

Date: 11/02/2026

Dr. Amy Castillo
Project Coordinator
acastillo@houstonforensicscience.org

Attachment 1, Price Proposal Form

_____

Respondent's name

The Price Proposal must list all costs related to Respondent's performance of the Project.

Service	Proposed Price
STR Analysis of Non-Differential Sample	$
STR Analysis of Differential Sample	$
STR Analysis of Reference Sample	$
SAK Case price (single assailant)*	$
SAK Case price (multiple assailant, CSP, male/male, female/female)**	$
Pre-portioned SAK Case price (single assailant)*	
Pre-portioned SAK Case price (multiple assailant, CSP, male/male, female/female)**	
SAK Case price for entire kit being Stop at Quant	
Non-SAK price (if a flat rate is available, respondent must outline number of samples and type included in that flat rate)***	$
Expert Testimony (Video)	$
Expert Testimony (On-site)	$
Discovery Requests	$

* If a flat rate per single assailant case is proposed, it must include the full extent of testing as described in the scope of work (3.1.1). If there will be no flat rate per case proposed indicate with N/A in this field.

** If a flat rate per multiple assailant, CSP, male/male, or female/female case is proposed, it must include the full extent of testing outlined in the scope of work (3.1.2, 3.2.1 , and 3.3.1). If there will be no flat rate per case proposed indicate with N/A in this field.

*** If a flat rate per non-SAK is proposed it must include the full extent of the testing included in that flat rate. If there will be no flat rate per case proposed indicate with N/A in this field.

Use this space for any information that impacts the pricing listed on the previous page:

Attachment 2, Reference Forms

_____

Respondent's name

Client #___

Client Name: _____

Address: _____

_____

Contact Person: _____Phone Number: _____

Email Address: _____

Project Dates: _____to _____

(Dates should be in mm/yyyy format)

Brief description of the services provided:

_____

_____

_____

_____

Attachment 3, Disclosure Statement/Conflict of Interest Form

_____

Respondent's name

Any contract as a result of this RFP is subject to the provisions of HFSC's Financial Conflicts of Interest Policy (the "Policy") and Chapter 176 of the Texas Local Government Code. The Policy states:

"HFSC expects its vendors to comply with Chapter 176 of the Texas Local Government Code, which requires each vendor to file with HFSC a conflicts disclosure "questionnaire" with respect to certain relationships. HFSC will include in each of its vendor contracts a requirement that the vendor comply with Chapter 176 and a provision allowing HFSC to void the contract in the event of the vendor's noncompliance."

Respondent must disclose whether any director, officer, employee or agent of Respondent or any of its affiliates is also a director, officer or staff member of HFSC (or a family member of such person). Respondent must disclose whether any HFSC director, officer or staff member (or family member of such person) owns, directly or indirectly, an interest of more than ten percent in Respondent's firm or any of its affiliates.

The following persons are officers, directors, employees, or agents of Respondent's firm or of one of its affiliates and HFSC directors, officers or staff members (or family members of such persons):

_____

The following persons are HFSC directors, officers or staff members (or family members of such persons) who own, directly or indirectly, more than a 10% interest in Respondent's firm or any of its affiliates:

_____

OR

_____Respondent has no interest to disclose.
(check)

_____

*Authorized Representative's Signature

_____

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind Respondent.

EXHIBIT “A”, SCOPE OF WORK

Services to be provided by Successful Respondent:

1. Perform a broad spectrum of DNA analytical techniques, including but not limited to the extraction and analysis of forensic exhibits using PCR STR procedures, using the Federal Bureau of Investigation’s 20 Core Loci (Globalfiler, as well as optional testing including but not limited to Y-STRs)**.**

2. Perform analysis using Capillary Electrophoresis and Genemapper ID-X version 1.6 or higher.

3. SAK items shall be screened using quantitative PCR (qPCR) after extraction of up to one half of each set of swabs contained within the kit. Additional items contained within the kits, such as panties, may be screened using qPCR as well as conventional serology. Samples that may contain semen shall be extracted differentially. qPCR data shall be used, in conjunction with case information, to determine which sample(s) will proceed to STRs. Validated “stop at quant” thresholds may be used to discontinue testing of a subset of items or all items contained within an SAK. While every case circumstance cannot be anticipated and outlined here, the following guidelines shall be used when determining which samples to submit for STRs:

3.1. Female victim/male assailant:

3.1.1. If only one assailant is alleged, and no recent consensual sexual activity is reported, the most intimate male DNA positive and/or probative item shall be submitted for STRs. “Recent” is defined as within 48 hours of the assault.

3.1.2. If recent consensual sexual activity is reported and/or if multiple assailants are alleged, <u>all items positive for male DNA</u> shall be submitted for STRs.

3.2. Male victim/male assailant(s):

3.2.1. <u>All male DNA positive samples</u> shall be submitted for STRs.

3.3. Female victim/female assailant:

3.3.1. <u>All human DNA positive samples</u> shall be submitted for STRs.

4. The Successful Respondent will not consume a sample at extraction unless the sample is described as a “portion” without prior written approval from HFSC. The Successful Respondent will not consume extracted DNA for amplification without prior written approval from HFSC.

5. Process HFSC samples in such a way that HFSC may receive all associated reagent blank controls. Additionally, should a lab create multiple reagent blanks for an extraction, they may not combine those regent blanks at any point during the analysis process. All remaining reagent blanks must be returned with the associated extracts.

6. STRmix probabilistic genotyping software should be used when possible, to aid in the interpretation and deconvolution of mixed DNA samples. Electronic STRmix reports must also be provided as part of the individual case file. Provide statistical analysis of results including;

6.1. Frequency calculation, including match probabilities and likelihood ratios or combined probabilities of exclusion, using the statistical frequency of the probative profile as designated per category in accordance with the FBI guidelines and population models accepted in Texas criminal and civil courts.

6.2. Parentage and kinship analysis calculations using methods recommended by the AABB Relationship Testing Program and accepted in Texas criminal and civil courts.

7. Provide DNA analysts who are authorized (licensed) by the Texas Forensic Science Commission to provide testimony in the State of Texas, along with illustrative material and demonstrated ability to explain DNA to a lay jury, as required.

8. Provide monthly progress reports of current status of all forensic testing to include all items of evidence in its possession. Reports shall include at a minimum the following data: number of untested cases, cases that are currently in progress with an expected delivery date, and the number of cases that have been completed.

9. Provide analysis and reporting of results, including:

9.1. A copy of all case documentation (electronic copy required) and Genemapper electronic data for all samples and associated controls, sufficient for a full independent review by Houston Forensic Science Center analysts and/or designated independent analysts.

9.2. Case documentation must include, at a minimum: extraction worksheets that clearly document extract volumes of all samples and controls; quantification values for all samples and controls; qPCR values for slope, y-intercept, and R2; amplification template volume or target amount for all samples and controls; CE injection times; ladders used for analysis; and analyzed data for all samples and controls.

9.3. Documentation of 100% technical review by a qualified Technical Reviewer, as defined in the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories.

9.4. A court ready written report to include interpretation with the statistical frequency (as applicable) of the probative profile(s) in accordance with the FBI guidelines. A hard copy is acceptable, but the signed report shall also be submitted in a .tif format.

9.5. All case documentation outlined in Sections 9.1-9.4 must be organized by each individual case. If any/all documentation is provided as batch documentation (paperwork encompassing work for multiple cases), the appropriate copy of batch paperwork must be included in each individual corresponding case folder. Each case folder will need to include any/all documentation related to that specific case. This includes documentation for all samples, reagent blanks and controls.

9.6. An electronic list of the Successful Respondent case numbers and corresponding HFSC case identifier included with each batch of reports submitted to HFSC.

10. Provide electronic batched data files grouped in the following fashion: (1) negative (no STRs attempted), (2) DNA with potential CODIS-eligible data, and (3) DNA without CODIS-eligible data (no interpretable STR results and/or nothing foreign to the victim).

11. Provide direct (toll free) access to customer service representatives and assigned DNA analyst (s) as needed.

12. Provide a laboratory contact directly associated with the HFSC project for questions regarding status of cases as well as technical issues/questions.

13. Provide all transportation, supplies, equipment, personnel, supervision, and certifications necessary to provide forensic DNA analysis for HFSC. No shipping costs will be charged to HFSC.

14. The Successful Respondent shall destroy all amplified DNA in routine cases where extracted DNA and/or case sample remains. If no extracted DNA or case sample remains, the amplified DNA for the sample shall be returned to HFSC if requested. A letter from the Successful Respondent shall accompany the final shipment certifying that the Successful Respondent has returned all remaining evidence and extracts and has destroyed all amplified DNA.

15. Provide the ability to prioritize a case with results completed in 30 calendar days from request. Or if unable to meet the 30 day turnaround time, the case must be returned to HFSC in 2 business days upon request.

Exhibit “B”

DRAFT

GRANT FUNDED PROFESSIONAL SERVICES CONTRACT
OUTSOURCING

<<Agreement_Grant_Name>> GRANT

This PROFESSIONAL SERVICES CONTRACT (this "Contract") is between **Houston Forensic Science Center, Inc.**, a Texas local government corporation doing business as the Houston Forensic Science Center ("HFSC"), and **<<Agreement_Contracting_Party>>** ("Contractor"), a limited liability company registered in **<<Contracting_Party_BillingState>>** and doing business in Texas. HFSC and Contractor are both a "Party" to this Contract, and together they constitute the "Parties." The Parties' respective addresses for notice, which either Party may change by giving written notice to the other Party, are as follows:

Houston Forensic Science Center, Inc. **<<Agreement_Contracting_Party>>**

RECITALS

WHEREAS, Contractor provides **<<Agreement_Services_Performed>>** (“Services”)

WHEREAS, HFSC issued a Request for Proposals (RFP) on **<<Agreement_RFP_Date>>** seeking a contractor to provide such services;

WHEREAS, Contractor submitted a Proposal in response to the RFP

WHEREAS, pursuant to Texas Local Government Code Section 2254.003, HFSC has selected Contractor on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price;

WHEREAS, HFSC desires to retain Contractor to provide such Services;

WHEREAS, HFSC was awarded the **<<Agreement_Grant_Name>>** Grant to fund such Services;

WHEREAS the Parties have not created and have no intention of creating an employment relationship nor any other relationship (either through this Contract or otherwise), other than one of independent contractor and engager;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1 TERM

1.1 Contract Term. This Contract shall be effective on the last date of a signature entered below ("Effective Date") and expires on **<<Agreement_Expiration_Date>>** (the " Initial Term''), unless terminated earlier in accordance with Article 8 below.

1.2 Renewal. If HFSC by and through its CEO, or his or her designee at his or her sole discretion, makes a written request for renewal to Contractor at least thirty (30) calendar days before expiration of the Initial Term, then, upon expiration of the Initial Term, this Contract is renewed for one (1) successive one-year term upon the same terms and conditions contained herein. If the Contract has not been terminated before the end of the Initial Term or renewed as permitted herein, then this Contract shall terminate upon expiration of the Initial Term

ARTICLE 2 DEFINITIONS

2.1 Definitions. In addition to definitions appearing elsewhere in this Contract, for the purposes of this Contract the terms listed below have the meanings stated.

2.2 "Confidential Information" means all information and know-how of a scientific, forensic, technical, legal, operational, or economic nature, specifically including the results of analyses, and information (a) that is known by or in the possession of HFSC and (b) that state or federal law requires HFSC to hold in confidence, specifically including information related to an ongoing criminal investigation. Notwithstanding the preceding sentence, "Confidential Information" does not include (a) information generally available to the public through no fault of Contractor; (b) information of which Contractor had knowledge prior to the Effective Date; or (c) information ordered to be disclosed by a court of lawful jurisdiction or by other requirement of law. "Confidential Information" may include "Core Forensic Information" (defined below).

2.3 "Contractor" means the individual defined in the preamble of this Contract, together with its officers, employees, agents, contractors, successors, and assigns.

2.4 "Core Forensic Information" means analyses, data, or other information in any form falling within one or more of the following categories: (a) Information responsive to a subpoena, court order, or discovery request complying with local, state, or federal law, (b) Information that HFSC reasonably anticipates may be responsive in the future to a subpoena, court order, or discovery request complying with local, state, or federal law, or (c) Information that local, state, or federal law requires HFSC to maintain.

2.5 "CEO" means the President and Chief Executive Officer of HFSC or such other person(s) as may be designated from time to time by him or her to perform tasks related to this Contract on behalf of HFSC.

2.6 "Disclosing Party" means the Party providing information including information that has been otherwise identified as “Confidential" or which the Party regards or should reasonably be expected to regard as confidential and proprietary to another person(s) or entity.

2.7 "Force Majeure" means a fire, interruption of utility service, epidemic, flood, hurricane, tornado, ice storm, or other natural disaster, explosion, act of war or terrorism, civil disobedience, labor strike, court order, or act of a governmental or military authority. "Force Majeure" does not include (a) an event the affected Party could have prevented by the exercise of reasonable diligence; (b) a change in general economic conditions such as inflation, interest rates, or other economic factor of general application; or (c) an event that merely makes performance of this Contract more difficult, expensive, or impractical.

2.8 “Grant” means the grant awarded to HFSC which provides funding for all or a part of the Services to be procured through this Contract, specifically **<<Agreement_Grant_Name>>**.

2.9 "HFSC" means the entity defined in the preamble of this Contract together with HFSC's successors and assigns and all natural persons (a) employed or managed by HFSC; (b) serving as an officer, director, or legal representative of HFSC; or (c) providing professional services to HFSC pursuant to a written agreement with HFSC.

2.10 "Include" and "Including," and words or phrases with essentially the same meaning will be deemed to be followed by the words "without limitation."

2.11 "Intellectual Property Right" means any patent, copyright, trademark, service mark, software license, or any other form of intellectual property right.

2.12 "Recipient" means a Party receiving information including information that has been otherwise identified as "Confidential Information" or which the Party regards or should reasonably be expected to regard as confidential and proprietary from the Disclosing Party.

2.13 "Services" means the services to be performed by Contractor pursuant to this Contract, which services are described in Exhibit “A” Scope of Work, attached to this Agreement and incorporated herein for all purposes.

ARTICLE 3 SERVICES AND PERFORMANCE STANDARDS

3.1 In exchange for HFSC's promise to compensate Contractor as stated in Article 4 below, Contractor will provide the Services described in Article 3 and Exhibit “A” in a prompt, efficient and professional manner.

3.2 Services. To the extent not inconsistent with any other provision of this Contract, Contractor will provide any of the services detailed in Exhibit “A”, if and as requested by HFSC. In the event of an inconsistency between the body of this Contract and Exhibit “A”, the body of this Contract will control.

3.3 Performance Standards, Compliance and Accreditation.

(a) Contractor will comply with all applicable local, state, and federal statutes, ordinances, rules, regulations, and other legal and professional requirements pertaining to the Services, including the U.S. Federal Bureau of Investigation Criminal Justice Information System Policy. Contractor will perform the Services in compliance with all applicable local, state, and federal licensing, certification, and accreditation standards and requirements, and in a manner consistent with, or superior to, the professional standards prevailing in Houston, Texas, for similar services. and provided to fully accredited forensic laboratories in the United States.

(b) Contactor will be responsible for the professional quality, technical accuracy, completion, and delivery of all deliverables and other services furnished by Contractor. Contractor will, without additional compensation, correct or revise errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished will not in any way relieve Contractor of its responsibility and obligations for the technical accuracy of its work. The review, approval, and acceptance of payment for any of the services will not be construed as a waiver of any rights or of any cause of action arising out of or in any way related to the performance by Contractor. Contractor's obligations under this clause are in addition to Contractor's other expressed or implied assurance of compliance with local, state, and federal

law and in no way will diminish any other rights that HFSC may have against Contractor for its faulty materials, equipment and work. Contractor is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed.

(c) If this contract is for forensic analysis/testing services, the Contractor must maintain Texas Forensic Science Commission accreditation as well as current International Organization for Standardization (ISO) accreditation.

(d) If this contract is for DNA forensic analysis/testing services, the Contractor will provide written certification of current and continuing compliance with the FBI's "Quality Assurance Audit document for Forensic DNA Testing Laboratories", dated July 1, 2020, and any updated version thereof. On an as needed basis Contractor must comply with HFSC audits in accordance with that FBI document.

3.4 Contractor will obtain, maintain, and pay for all licenses, permits, and certificates, including all professional licenses required by any statute, ordinance, rule or regulation required for Contractor's performance of the Services herein. Contractor will notify HFSC's CEO immediately of any suspension or revocation of any such license, permit, or certificate.

3.5 Contractor will coordinate the performance of its obligations under this Contract with the CEO and other persons that the CEO designates. Contractor will promptly inform the CEO of all significant events related to the performance of this Contract. Contractor will not communicate with any governmental or accreditation agency, entity, or person(s) without the prior written consent of the CEO, unless prohibited by law.

3.6 HFSC may request, but is not obligated to request, that Contractor perform all or part of the Services described in this Article 3 and Exhibit "A". Contractor acknowledges that the listing of a Service in the Contract does not guarantee HFSC will ask contractor to perform the Service in whole or in part. **HFSC is not obligated to, nor shall it make any payment to Contractor except for Services requested by HFSC and actually rendered by Contractor.**

3.7 At the request of the CEO, Contractor will submit all reports and progress reports specified in Exhibit "A.

3.8 Contractor will not subcontract any part of this Contract without the prior written consent of the CEO.

3.9 If requested by the CEO, Contractor will require that each of its personnel and its subcontractors' personnel who perform Services on-site at an HFSC facility will provide genetic information to HFSC by means of buccal swabs so that such genetic information may be used for analysis of DNA identification markers for quality control to detect sample contamination in the HFSC facility.

3.10 All Services will be performed by **<<Agreement_Contracting_Party>>.** Contractor understands and agrees that HFSC is relying upon Contractor's employees, assigns, and staff members' personal abilities and experience for Contractor's fulfillment of its obligations under this Contract.

ARTICLE 4 PAYMENT BY HFSC

4.1 HFSC will compensate Contractor for Services rendered in accordance with this Contract.

4.2 Contractor will invoice HFSC monthly for Services performed. If approved by HFSC, payment will be made within thirty (30) calendar days of submission of the invoice by Contractor to HFSC via electronic mail, common carrier, or in person. If any portion of an invoice is not approved by HFSC, the procedure set forth in Article 4.9 below will be followed.

4.3 Contractor's monthly invoice will reflect a rate and/or fees in accordance with Exhibit "B" Fee Schedule, which is attached hereto and incorporated into this Contract for all purposes as if set out fully herein. Contractor's invoices will not include any charges other than for Services billed at this rate. Specifically, Contractor will not charge HFSC for any travel or other expenses incurred by Contractor as a result of the performance of this Contract. The Parties expect that the Services can be performed using electronic or paper communication. Each invoice will describe in reasonable detail the Services covered by the invoice, including identification of cases reviewed, by case numbers, and state the status of completion of the Service.

HFSC will reimburse Contractor up to **<<Agreement_Insurance_Reimbursement>>** for Contractor's cost of providing the insurance required by Article 5 below.

Notwithstanding anything to the contrary in this Contract, HFSC's obligation to pay Contractor for the Services and for any other work performed or expenses incurred in connection with this Contract will not exceed Write Expected Cost In Words Here **<<Agreement_Expected_Total_Cost>>** during the time period of this contract.

4.4 Each invoice will describe in reasonable detail, the Services covered by the invoice, and if applicable, the completion of any phase(s).

4.5 Expenses. Contractor will bear all of its expenses in connection with providing the Services and performing its obligations under this Contract.

4.6 Any variance from this Article 4 must be approved by the CEO in writing in the CEO's sole discretion, prior to Contractor incurring the expense.

4.7 Each HFSC payment to Contractor will either be made by check mailed to Contractor at its address for notices as stated in the preamble of this Contract or deposited directly to Contractor's account of its choosing.

4.8 HFSC is exempt from payment of Federal Excise and Transportation Taxes and from Texas Limited Sales and Use Taxes. Contractor's invoices to HFSC must not contain assessments of any of these taxes. Upon request, HFSC will furnish to Contractor copies of HFSC's exemption certificate and federal tax identification number.

4.9 If HFSC disputes any item in Contractor's invoice for any reason including lack of supporting documentation, HFSC will hold the disputed item and pay the remainder of the invoice. HFSC will promptly notify Contractor of the dispute and request further information regarding the disputed charge. The Parties will negotiate the disputed billing in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract. In the event the dispute is settled, Contractor will include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.10 Contractor hereby acknowledges and agrees that Contractor is providing services as an independent

contractor, and as such, that Contractor is responsible for all applicable taxes, remittances, premiums or withholdings for Contractor and Contractor's employees in connection with payments made by HFSC pursuant to this Contract, including, without limitation, any applicable income tax, withholding tax, or any other taxes or premiums relating to Contractor's services. Contractor agrees to hold HFSC harmless from any and all claims, losses or demands against HFSC with respect to any tax, remittances, premiums or withholdings in connection with this Contract.

ARTICLE 5 INSURANCE REQUIREMENTS

5.1 Throughout the term of this Contract, Contractor will provide and maintain all applicable insurance policies and endorsements as described in this Article 5, specifically including coverage for work performed on behalf of an entity doing business in Texas:

(a) Contractor will maintain commercial general liability insurance affording protection of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate.

(b) Contractor will maintain professional liability insurance coverage affording protection in amounts not less than $1,000,000 per occurrence and $1,000,000 in the aggregate. The policy or policies will include an endorsement to cover the liability assumed by Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of Contractor or anyone employed by Contractor.

(c) Contractor will maintain workers' compensation insurance coverage affording protection in amounts not less than those required by statutes applicable in each state in which work related to this Contract is performed. Employer's liability insurance coverage will not substitute for workers' compensation insurance coverage.

5.2 For each policy required by this Article 5:

(a) A claims-made policy is acceptable, provided that Contractor also will provide proof of renewal each year for two years after substantial completion of the Services, or, in the alternative, evidence of extended reporting period coverage for a period of two years after substantial completion of the Services.

(b) Aggregate limits are per 12-month policy period unless otherwise indicated.

(c) Defense costs are excluded from the face amount of each policy.

(d) The insurance carrier must state, either on the face of the policy or by endorsement, that the carrier waives any rights of subrogation against HFSC and the City of Houston, Texas ("City"), or by blanket amendment that waives all subrogation rights generally.

(e) Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name HFSC and the City of Houston as Additional Insured parties on the original policy and on all renewals or replacements.

5.3 Contractor will give HFSC written notice no fewer than thirty (30) calendar days before any of Contractor's required insurance policies are cancelled, materially changed, or non-renewed. Within the 30-day period, and before any of its policies are cancelled, materially changed, or non- renewed, Contractor will provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed, to maintain in

effect the required coverage. If Contractor does not comply with this requirement, the CEO, at his or her sole discretion, may (a) immediately suspend Contractor from any further performance under this Contract and begin procedures to terminate this Contract or (b) purchase the required insurance with HFSC funds and deduct the cost of the premiums from amounts due to Contractor under this Contract.

5.4 Contractor waives any claim or right of subrogation against HFSC and the City, and its officers, agents or employees.

5.5 The issuer of any policy required by Article 5 will (a) have a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or (b) be an eligible non-admitted insurer in the State or Texas having a rating of at least B+ and a financial size of Class VI or better according to the current edition of Best's Key Rating Guide.

5.6 Prior to commencement of this Contract and throughout the term of this Contract, Contractor will furnish to the CEO certificates of insurance (in forms generally accepted by the insurance industry) evidencing that Contractor has complied with this Article 5. Each such certificate must be less than twelve months old, and Contractor will provide update certificates of insurance to the CEO upon request.

5.7 Contractor acknowledges that its failure to comply with any provision of Article 5 will constitute a material breach of this Contract.

ARTICLE 6 WARRANTIES AND INDEMNIFICATION

6.1 CONTRACTOR WILL RELEASE HFSC FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUB- CONTRACTORS SUSTAINED AS A RESULT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

6.2 DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER TERMINATION OR EXPIRATION OF THIS CONTRACT, CONTRACTOR WILL RELEASE FROM ANY AND ALL LIABILITY , INDEMNIFY AND HOLD HFSC AND THE CITY OF HOUSTON HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND INTE REST) ARISING OUT OF OR IN ANY WAY CONNECTED TO AN ALLEGED OR ACTUAL INJURY, DEATH, DAMAGE, OR LOSS TO A PERSON OR PROPERTY SUSTAINED, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER KIND OF ACTION, AS A RESULT OR ARISING OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT, INCLUDING THOSE CAUSED BY ALLEGED OR ACTUAL NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS BY CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUB-CONTRACTORS, WHETHER OR NOT CONTRACTOR IS FOUND LIABLE. THIS INDEMNIFICATION AND RELEASE FROM LIABILITY SHALL EXTEND TO AND BE BINDING UPON CONTRACTOR’S HEIRS, SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS AND ANY PERSON, ENTITY CLAIMING ANY RIGHTS TO CONTRACTOR’S CLAIMS.

6.3 HFSC DOES NOT ASSUME, NOR DOES IT AUTHORIZE, ANY EMPLOYEE, AGENT OR OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THIS CONTRACT. UNDER NO CIRCUMSTANCES WILL HFSC BE LIABLE TO CONTRACTOR OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA OR EQUIPMENT OR FOR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OUR EQUIPMENT, SOFTWARE, PRODUCTS OR SERVICES OR FAILURE OR DELAY WHETHER BASED ON WARRANTY, CONTRACT, TORT, FAULT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

HFSC'S ENTIRE LIABILITY FOR PERFORMANCE UNDER THIS CONTRACT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, FAULT OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE, THE AMOUNT FOR SERVICES UNDER THIS CONTRACT. THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS CONTRACT AND SHALL EXTEND TO AND BE BINDING UPON CONTRACTOR'S HEIRS, SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS AND ANY PERSON OR ENTITY CLAIMING ANY RIGHTS TO CONTRACTOR'S CLAIMS.

6.4 Indemnification- Infringement of Intellectual Property Right.

CONTRACTOR WILL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS HFSC AND THE CITY FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST HFSC BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT HFSC'S USE OF ANY WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS CONTRACT INFRINGES ON AN INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR WILL PAY ALL COSTS (INCLUDING ATTORNEYS' FEES, COURT COSTS, ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR WILL NOT SETTLE ANY CLAIM ON TERMS THAT PREVENT HFSC FROM USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS WITHOUT HFSC'S PRIOR WRITTEN CONSENT. WITHIN SIXTY (60) CALENDAR DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR WILL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR HFSC THE RIGHT TO CONTINUE USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS, OR (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT ITEMS. IF NEITHER OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, HFSC MAY RETURN THE WORK PRODUCT, EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR WILL REFUND THE PURCHASE PRICE.

6.5 If an officer of either Party learns of any claim or circumstance that could give rise to an indemnified loss, the receiving Party will give written notice to the other Party no later than ten (10) calendar days after the Party learns of the claim or alleged circumstance. The notice must include (a) a description of the potential or actual claim or alleged circumstance in reasonable detail; (b) the basis on which indemnification may be due; and (c) the anticipated amount of the indemnified loss. Such notice will not preclude a later assertion of a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. A failure to provide the notice as described in Article 6.5 will not waive any right to indemnification except to the extent that a Party is prejudiced, suffers loss, or incurs expense because of the said failure.

6.6 Contractor will require any and all of its contractors and sub-contractors who provide services related to this Contract to release and indemnify HFSC and the City to the same extent and in substantially the same form as Contractor's release of and indemnification of HFSC and the City of Houston as stated in Article 6.

6.7 Defense of Claims.

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFSC. Contractor will then control the defense and any negotiations to settle the claim. Within ten (10) calendar days after receiving written notice of the indemnification request, Contractor must advise HFSC as to whether or not Contractor will defend the claim. If Contractor does not assume the defense, HFSC will assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, HFSC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement

negotiations. Contractor may settle the claim without the consent or agreement of HFSC, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require HFSC to comply with restrictions or limitations that adversely affect HFSC, (ii) would require HFSC to pay amounts that Contractor does not fund in full, or (iii) would not result in HFSC's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

ARTICLE 7 FORCE MAJEURE

7.1 Although timely performance by both Parties is essential to this Contract, subject to the terms of Article 7, neither Party will be liable for reasonable delays in performing its obligations under this Contract to the extent the delay is caused by Force Majeure that directly impacts HFSC or Contractor. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Contract. Under no circumstance will Force Majeure entitle Contractor to extra payment.

7.2 The relief made available by Article 7 is contingent upon the Party invoking Article 7 ("Invoking Party") taking all of the following actions:

(a) Providing the other Party ("Responding Party") with prompt written notice of the circumstances of the Force Majeure, which notice must include: (i) the date on which the Force Majeure first affected the Invoking Party's performance; (ii) a reasonably detailed description of the manner in which the Force Majeure has affected the Invoking Party's performance as of the date of the notice; and (iii) a reasonably detailed description of the manner in which the Force Majeure is expected to affect the Invoking Party's future performance; and

(b) Exercising due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance of this Contract notwithstanding the Force Majeure.

7.3 If the Force Majeure continues more than thirty (30) calendar days from the date the Invoking Party's performance is affected, the Responding Party may terminate this Contract by giving ten (10) calendar days' written notice to the Invoking Party. Such termination will not constitute a default or a breach of this Contract by the Responding Party.

ARTICLE 8 TERMINATION

8.1 Termination by HFSC for Convenience. HFSC may terminate this Contract at any time by giving thirty (30) calendar days' written notice to Contractor. HFSC's right to terminate this Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.2 Termination by HFSC for Cause. HFSC may terminate this Contract in the event of a material default by Contractor. Should such default occur, HFSC will have the right to terminate all or part of its duties under this Contract as of the tenth (10^{th}) calendar day following the receipt by Contractor of a written notice from HFSC describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period Contractor cures the default.

8.3 Termination by Contractor for Cause. Contractor may terminate this Contract in the event of a material default by HFSC. Should such default occur, Contractor will have the right to terminate all or part of its duties under this Contract as of the tenth (10th) calendar day following the receipt by HFSC of a written notice

from Contractor describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period HFSC cures the default.

8.4 Termination for Breach of this Contract. If either Party breaches this Contract and fails to remedy such breach within thirty (30) days after receiving written notice of such breach from the non- breaching, then the non-breaching Party may immediately terminate this Contract in its entirety upon giving written notice to the breaching Party. If either Party breaches this Contract and the non-breaching Party exercises the termination of this Contract, then this termination will not affect any options granted to either Party herein prior to termination of this Contract. In addition, any termination of this Contract prior to the term of this Contract as a result of a breach by either Party shall not relieve the breaching Party of its obligations to grant the non-breaching Party any future options pursuant to Article 8 until the end of the Initial Term of this Contract.

8.5 Effect of Termination. As soon as possible, but not later than the effective date of a notice of termination (unless the notice directs otherwise), Contractor immediately will discontinue all Services in connection with this Contract and promptly cancel all existing orders and any subcontracts insofar as such orders or subcontracts are chargeable to this Contract. No later than ten (10) calendar days after the effective date of the notice of termination, Contractor will deliver all HFSC Property to the CEO and submit an invoice showing in detail the Services performed under this Contract to the date of termination. HFSC then will pay the stated charges to Contractor for the Services actually performed under this Contract up to the date of termination in the same manner as prescribed by Article 4 of this Contract. Any installments or lump sum fees will be prorated in accordance with the progress of the Services on the effective date of termination.

ARTICLE 9 WORK PRODUCT

9.1 Files, data, documents , reports, assessments, evaluations, deliverables, electronic files, and any other work product (collectively, "Work Product") created or obtained by Contractor in connection with this Contract will become the property of HFSC immediately upon HFSC's payment of the invoice(s) associated with the Work Product, subject to any rights of the federal government in such Work Product in accordance with requirements and regulations of the agency awarding the Grant.

9.2 Contractor warrants to HFSC that no person or entity other than Contractor owns a patent, copyright, trademark, service mark, software license, or any other intellectual property right (collectively, "Intellectual Property Rights") to any Work Product. Contractor also warrants to HFSC that Contractor's Services and Work Product provided pursuant to this Contract do not violate any Intellectual Property Right of any third party.

9.3 Contractor will deliver the originals of Work Product to the CEO on request. Within five (5) business days after this Contract terminates or expires, Contractor will deliver to the CEO the originals of Work Product and all originals of other files and materials Contractor produces or gathers during its performance under this Contract. Any original files, data, documents, reports, or other property, whether tangible or intangible, received from HFSC by the Contractor, remain the property of HFSC and will be returned by the Contractor upon request or at the termination of the Contract.

ARTICLE 10 CONFIDENTIALITY

10.1 During the term of this Contract, each Party may provide to the other Party Confidential Information to further discussions and enhance the outcome of the Contract between the Parties. "Confidential Information" shall mean information marked or otherwise identified as confidential by the Party providing

Confidential Information ("Disclosing Party") or which the Disclosing Party regards or should reasonably be expected to regard as confidential and proprietary and disclosed to the Party receiving Confidential Information ("Recipient") in confidence including, but not limited to, know-how, trade secrets, all in formation, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature, either in written documentation, oral or visual information, whether by inspection of parts or equipment or otherwise. In addition, any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information.

10.2 Recipient Obligations. The Recipient agrees to: (a) hold all Confidential Information in confidence and will not, directly or indirectly, publish, disseminate or otherwise disclose, deliver or make available to any third party any Confidential Information, except as expressly permitted in this Contract; (b) use Confidential Information solely for the Contract; (c) treat Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event with less than a reasonable degree of care; and (d) reproduce Confidential Information solely as necessary to accomplish the Contract. Recipient may disclose Confidential Information to its employees, and agents on a need-to-know basis, but only if: (i) those employees, and agents are bound by written obligations of confidentiality at least as restrictive as those in this Contract; (ii) Recipient remains liable for the compliance of those employees, and agents; and (iii) such disclosures are required for the Contract.

10.3 Exceptions. The Recipient shall have no obligation of confidentiality and non -use with respect to any portion of Confidential Information that the Recipient can establish by competent evidence:

(a) Is, or later becomes, generally available to the public or trade by use, publication or the like, through no fault or omission of the Recipient;

(b) Is obtained from a third party who had the legal right to disclose the same to the Recipient

(c) Is already in Recipient's possession other than by previous disclosure by the Provider; or

(d) Is independently developed at any time by or for the Recipient, its employees or agents with no knowledge of or access to the Confidential Information.

10.4 Compulsory Disclosure. In the event that the Recipient or anyone to whom it provides the Confidential Information pursuant to this Contract becomes legally required to disclose any such Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of the Confidential Information that is legally required to be furnished in the opinion of the Recipient's counsel. Disclosure pursuant to Article 10.4 shall not be deemed an exception under Article 10.3 of this Contract.

10.5 Term of Confidentiality. The obligations of confidentiality and non-use set forth herein shall survive for a period of five (5) years after termination of this Contract.

10.6 Contractor will implement and enforce all measures reasonably necessary to ensure that Contractor does not disclose or use Confidential Information for any purpose other than meeting an obligation of this Contract. Contractor will not reveal or otherwise share any Confidential Information with any third person without the written approval of the CEO. In the event Contractor reveals or otherwise shares

Confidential Information with one or more employees, Contractors, or sub-Contractors of Contractor, Contractor will require all such persons not to reveal or share the Confidential Information with any other person.

10.7 For purposes of this Contract, each Party agrees to return to the other Party or to destroy, on demand and without delay, any and all Confidential Information (including all copies thereof) of the other Party that has come into the first Party's possession, except that (a) HFSC may retain copies of Core Forensic Information and (b) Contractor may retain such media and materials containing Confidential Information for customary archival and audit purposes (including for purposes of regulatory compliance).

10.8 Contractor acknowledges that information provided by Contractor to HFSC in connection with this Contract may be subject to the provisions of the Texas Public Information Act and may be made public.

10.9 Contractor's duties to assert exemption from disclosure as public information:

(a) Regarding any document or other information submitted to HFSC that Contractor asserts is exempted by law from disclosure as public information, Contractor will set forth the document or other information on a separate page or pages and clearly marked "EXEMPT," "CONFIDENTIAL," or "TRADE SECRET" (as applicable), with the statutory basis for such claim of exemption(s) specifically identified in writing on each and every such page. Failure to segregate and so identify any such content will constitute a waiver of any claimed exemption as applied to the portion of the document or other information in which the content is set forth.

(b) Contractor will not mark an entire page or paragraph " EXEMPT", "CONFIDENTIAL" or "TRADE SECRET" unless the entire page or paragraph consists of such Confidential Information. Contractor will indicate where the claimed exempt Confidential Information begins and ends.

(c) Any claim of exemption from public disclosure is waived upon Contractor's submission to HFSC of a document or other information, unless addressed as set forth above.

(d) It will be Contractor's responsibility to defend its claim of confidentiality through the administrative or judicial process.

10.10 Contractor acknowledges HFSC has informed Contractor that, pursuant to Texas law, an individual shall not be held criminally or civilly liable for disclosure of a trade secret or other confidential information if the disclosure (a) is made to a government official or to an attorney and is made solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10.11 All provisions of Article 10 will survive any termination or expiration of this Contract.

ARTICLE 11 ASSIGNMENT

Neither this Contract nor the rights or obligations of the Parties hereunder are transferable or assignable without the prior written consent of the non-assigning Party. Contractor shall notify HFSC prior to any such sale or other transfer of substantially all of the assets of the Contractor's business to which this Contract relates or in the event of its merger or consolidation with another entity. In the event that any such sale or other transfer of substantially all of the assets of the Contractor's business to which this Contract relates or in the event of its merger or consolidation with another entity, conflicts with any local, state, or federal law,

treaty regulation, executive order or ordinance that prohibits HFSC from being a party to such Contract, then HFSC shall have the right to terminate the Contract in accordance with Article 8. Subject to the foregoing, the provisions of this Contract will apply to and bind the successors and permitted assigns of the Parties. Purported assignments and transfers in violation of this Article are void and shall be deemed material breaches of this Contract.

ARTICLE 12 RELATIONSHIP OF THE PARTIES

12.1 In making and performing this Contract, Contractor will act at all times as an independent Contractor and nothing contained in this Contract will be construed or implied to create an agency, partnership, joint venture or employer and employee relationship between Contractor and HFSC. At no time will either Party make commitments or incur any charges or expenses for or in the name of the other Party except as specifically provided herein.

12.2 Contractor warrants and represents that Contractor is not and will not be entitled to and will not pursue any claim or litigation whatsoever for any termination pay, severance pay, compensation in lieu of notice, vacation pay, overtime pay, or any other right, benefit or entitlement available to an employee or to any individual with a status other than that of independent contractor, either under statute, at common law, at equity or otherwise. This warranty and representation is a material one. In the absence of this warranty and representation, HFSC would not enter into this Contract.

ARTICLE 13 MISCELLANEOUS

13.1 Registration to Transact Business in Texas. If applicable, Contractor has obtained (or will obtain no later than twenty calendar days after the Effective Date) authorization to transact business in Texas, as required by Section 9.001, Texas Business Organizations Code, as amended, and will maintain the said authorization until the expiration or termination of this Contract.

13.2 No Third-Party Beneficiaries. The terms, provisions, and covenants contained in this Contract will inure to the benefit of and be binding upon the Parties and their respective successors and legal representatives. Unless expressly provided herein, this Contract is not made for the benefit of, nor may it be relied upon by, any third party.

13.3 Publicity. Contractor will make no announcement or release of information concerning matters pertinent to this Contract unless the announcement or release has been approved in writing by HFSC's Public Information Officer.

13.4 Notices. Whenever any notice, consent, or approval (collectively, a "Notice") is required or permitted under this Contract, the Notice will be in writing and will be deemed to be delivered five (5) calendar days after being deposited in the mail, postage prepaid, Certified Mail, Return Receipt Requested, or, if delivery is in person, by facsimile, by electronic mail, or by courier, upon actual receipt (or upon attempted delivery if receipt is refused) by the Party to whom the Notice is being given.

13.5 Applicable Law; Construction. This Contract is performable in Harris County, Texas. The laws of the State of Texas, and IRS regulations, govern the interpretation, validity, performance, payment and enforcement of this Contract. Any action brought to enforce or interpret this contract must be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas. Should any provision of this Contract require judicial interpretation, the Parties hereby agree that the court interpreting the provision should not presume that a provision hereof is to be more strictly construed against the Party that prepared the

provision. The Parties agree that both Parties have participated in the preparation of this Contract and that each Party has had a full opportunity to consult its legal counsel before the execution of this Contract. Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any provisions in this Contract. If there is any conflict between any provision of the body of this Contract and any exhibit hereto, the provision of the body of this Contract will control.

13.6 Remedies Cumulative. Unless otherwise specified elsewhere in this Contract, the rights and remedies contained in this Contract are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

13.7 Non-Waiver. A failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies hereunder will not be considered a waiver of the Party's right to insist on and to enforce strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

13.8 Severability. Each provision of this Contract is, and will be construed as, a separate and independent agreement. If any provision of this Contract is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract will not be affected thereby

13.9 Survival. Each Party will remain obligated to the other Party under all clauses of this Contract that expressly or by their nature extend beyond the expiration or the termination of this Contract.

13.10 Changes in Law. The Parties agree that, if a law or regulation pertinent to this Contract changes during the term of this Contract, the Parties will negotiate in good faith to amend this Contract as reasonably may be required to carry out the intentions and the terms of this Contract.

13.11 Further Assurances. Each party agrees to cause to be executed and delivered such other instruments as reasonably may be required to carry out the intentions and the terms of this Contract.

13.12 Authority. Each Party represents and warrants that all consents or approvals required for the respective Party's execution, delivery and performance of this Contract have been obtained and that the respective Party has the right and authority to enter into and perform its obligations under this Contract.

13.13 No Conflict of Interest. Contractor warrants that it is free to enter into this Contract and that this engagement does not violate the terms of any agreement between, Contractor and any third party. During the term of this Contract, Contractor will devote as much of its productive time, energy, and abilities to the performance of its duties hereunder as is necessary to perform the Services in a timely and productive manner. Contractor is free to perform services for other parties while performing the Services for HFSC, except that Contractor will not provide services to another person or entity if doing so would conflict with the interests of HFSC. Contractor shall comply with Chapter 176 of the Texas Local Government Code, as amended. Contractor's failure to comply will make this Contract voidable at HFSC's option.

Contractor will not accept – directly or indirectly - compensation, gifts, gratuities, entertainment, or other favors (collectively, any "Benefit") from individuals or entities when the party offering such Benefit does so under circumstances that might create the perception that such action was intended to influence Contractor in connection with any recommendation to HFSC regarding a product, service or vendor, or any other aspect of Contractor's performance under this Contract.

Contractor shall provide written notification to HFSC within five working days of the discovery of any potential conflict of interest.

13.14 Disputes. If Contractor disputes anything regarding this Contract, Contractor shall submit the dispute in writing to HFSC's CEO (or, to the Chair of HFSC's Board of Directors if the CEO signed this Contract). HFSC will respond to Contractor in writing. The Parties will negotiate the dispute in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract.

Federally Mandated Clauses

13.15 Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. If this Contract is for an amount in excess of $150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7641q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.16 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Contract is in an amount of $100,000 or more, Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining this Contract or any federal award. Contractor will disclose lobbying with non-federal funds to HFSC using the federal standard form SF-LLL (Disclosure of Lobbying Activities).

13.17 Debarment and Suspension (Exec. Order No. 12549 and 12689). Contractor certifies that neither it nor any of its principal employees is included in the System for Award Management (SAM) exclusion list in accordance with Exec. Order No. 12549 and 12689, ''Debarment and Suspension.'' This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Exec. Order No. 12549.

13.18 Intellectual Property, Copyright, and Data Rights. Contractor shall promptly disclose to the HFSC President and CEO, any discovery, invention, or Intellectual Property Right that arises during the course of this Contract. Contractor shall make such disclosure no later than two months after the inventor discloses the discovery or invention in writing to Contractor's personnel responsible for patent matters. The federal agency responsible for the grant award that funds this Contract shall determine how rights in the invention or discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401. This provision will survive the termination or expiration of this Contract. If this Contract is for the performance of experimental, developmental, or research work, the rights of the federal government, Contractor and HFSC in any resulting invention shall be in accordance with 37 CFR part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the agency awarding the Grant.

HFSC acknowledges that the Department of Justice, Office of Justice Programs (OJP) has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under a grant award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

HFSC has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and

data necessary to fulfill HFSC's obligations to the Government under the Grant that funds this Contract. In executing this Contract, the Contractor accepts these terms affording the Government such rights.

13.19 Inspection and Audits. HFSC representatives may perform (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract. Contractor will keep its books and records available for this purpose for at least four years after HFSC makes final payment and all other pending matters are closed. This provision does not affect the applicable statute of limitations. The agency awarding the Grant, the Comptroller General of the United States, or any of their duly authorized representatives shall also have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

13.20 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In executing this contract, the Contractor certifies that it neither requires nor has required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

If HFSC learns or is notified that the Contractor or any subcontractor (if applicable to this Contract) is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of funds to the Contractor or subcontractor, will provide prompt written notification to the federal agency awarding the Grant which funds this Contract, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

13.21 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Contractor and its subcontractors shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. Contractor and its subcontractors are prohibited from obligating or expending federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Covered video surveillance equipment is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

13.22 Domestic Preferences for Procurements. Contractor and its subcontractors shall comply with 2 CFR 200.322. The requirements of Part 200.322 include providing a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As described in 2 CFR 200.322, ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Additionally, ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.15 Entire Agreement. This Contract contains the entire agreement between the Parties, and no agreement will be effective to change or modify this Contract in whole or in part unless such agreement is in writing and duly

authorized and signed by the Party against whom enforcement of such change or modification is sought. This Contract supersedes all prior proposals and previous negotiations, if any.

Any additions or modifications to this Contract must be made in writing and must be signed by all Parties. This Contract may be executed by the Parties in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all of which shall constitute one and the same agreement. The Parties agree that this Contract, if affixed with a digital signature or signed and submitted by e-mail as a scanned document, will be deemed an original signed Contract binding on the Parties. Paragraph headings are for convenience only and shall not be used in the interpretation of this Agreement or construed as a limitation of the scope of the particular section to which they refer.

IN WITNESS WHEREOF, the Parties have executed this Contract by the duly authorized representatives on the dates indicated below. This Contract may be executed in multiple copies, each of which will be deemed an original.

Houston Forensic Science Center, Inc.	**<<Agreement_Contracting_Party>>**
By:	By:
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**