

SERVICES AGREEMENT

PURE GOLD FORENSICS, INC.

DNA Laboratory Analysis Services for the City of Riverside Police Department

RFP 2063

On this ____ day of _____, 2021 ("Effective Date"), the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and PURE GOLD FORENSICS, INC., a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of DNA Laboratory Analysis Services for the City of Riverside Police Department ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the period beginning April 1, 2021, and ending June 30, 2021 ("Initial Term"), unless otherwise terminated pursuant to the provisions herein. Upon the end of the Initial Term, the term may be extended for up to five (5) additional one-year periods, upon mutual written agreement of City and Contractor.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the term (including any extensions) of this Agreement a Contract Price not to exceed Sixty Thousand Dollars (\$60,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said

amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Riverside Police Department
City of Riverside
Attn: Victor Garcia
4102 Orange Street
Riverside, CA 92501

To Contractor

Pure Gold Forensics, Inc.
Attn: Suzanne R. Ryan, MS, ABC
303 Brookside Avenue, Suite 140
Redlands, CA 92373

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: Elliot Min
Deputy City Attorney

PURE GOLD FORENSICS, INC., a
California corporation

By: Theron L. Vines III
Theron L. Vines III
[Printed Name]

President
[Title]

By: Mallory L. Vines
Mallory L. Vines
[Printed Name]

Secretary
[Title]

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

1. Required Certifications for Company

- a. American Society of Crime Lab Directors (ASCLD)
- b. Lab Accreditation Board or International Organization for Standardization (ISO)

2. Processing Capabilities for Company

- a. Utilize Globalfiler™ Kits or equivalent
- b. Ability to screen items for biological fluids
- c. Perform Y-STR Analysis / Y-23 Analysis or equivalent
- d. Ability to perform wet-vacuum DNA extraction from evidence items using M-Vac™ or equivalent
- e. Ability to perform Soak/Swab technique
- f. Ability to perform Probabilistic Genotyping

3. Consultation & Testimony as needed for the City of Riverside

- a. Provide Case Consultation with Cold Case Investigators
- b. Provide expert testimony in court proceedings as necessary

4. Company Restrictions

At no time can the Company's lab consume an item or sub-sample for DNA extraction unless written permission is first obtained from the Riverside Police Department explicitly stating so. The Company cannot sub-contract the Riverside Police Department's casework under this contract to any other laboratory. All work must be completed at the contractor's designated facility and on the equipment identified in the contract.

5. Confidentiality

All Riverside Police Department case information is confidential criminal justice information. Access to Riverside Police Department case information and evidence, including sub-samples and DNA extracts, must be controlled by the Company and limited to those personnel identified to the Riverside Police Department as working under this contract. The Company cannot provide information concerning Riverside Police Department cases to anyone other than a representative of the Riverside Police Department without first notifying and written approval.

6. Deliverables

A written report detailing the biological screening and DNA testing performed and the results of that testing will be generated by the contracting laboratory that shall include an interpretive statement for any DNA comparisons with known standards supported by

statistical calculations. The Riverside Police Department must approve the report format before the contracted work can begin.

7. DNA Samples

a. Tracking

- i. The Company must have a system in place to track all samples from the time they are received by the Company until they are returned to the Riverside Police Department. This system must allow the Company to provide information to the Riverside Police Department regarding the status of any sample any time it is requested.
- ii. The Company must provide to the Riverside Police Department a receipt or all samples received containing the case and or sample identifications, the date that they were received, and who received them. Upon completion of the analyses, the Company will return the samples to the Riverside Police Department.
- iii. The sample tracking will be achieved, on how chain of custody will be developed and maintained by the Company and include copies of any forms or printouts used for this purpose.

b. Security

- i. For each sample or evidence item, the Company will provide suitable security and storage to prevent tampering, loss, contamination or a deleterious change until it is worked into the analysis stream. The samples will be similarly secured and stored after analysis until the samples are returned to the Riverside Police Department.
- ii. Company must describe in detail what steps will be taken to ensure the security required by this section. This should include a flowchart for a typical sample showing each step of the process. It should describe sample storage facilities including physical security (locks, alarms, access protocols, etc.) and environmental controls (temperature, humidity, etc.). In addition, samples must be handled throughout the analysis process in such a way as to prevent sample switching.
- iii. Company must describe in detail what steps are taken to ensure that sample switching does not occur. The samples and any material removed from the samples may not be used for any purpose other than to fulfill the requirements of the contract. Any proposal pursuant to this

Agreement must include a certification of intent to comply with this requirement.

c. Contamination Controls

- i. The Company must describe in detail the procedures used to prevent contamination and what will be done if contamination is discovered. For each detail covered in the description the Company must reference the pages and or sections of the submitted protocol manual and or quality assurance manual that directly address contamination. This includes specifically sample-to-sample contamination, contamination by DNA from the laboratory environment, contamination by DNA from analysts working on the samples, and any other contamination that might be introduced to the sample, whether or not the source is known.
- ii. The Company must disclose to the Riverside Police Department all contamination events occurring during analysis of Riverside Police Department's samples under this contract. This disclosure must be as soon as the contamination is discovered.
- iii. The Company must consult with the Riverside Police Department to devise a plan to investigate and correct the contamination event.

8. Other Items

- a. Participating in Quality Assurance Audit for Forensic DNA and Convicted Offender DNA Data-basing Laboratories (willing to comply with Standard 17 of version taking effect 7/1/2009)
- b. Company must enter into a Memorandum of Understanding with the California Department of Justice (DOJ) for technical review in order to upload data into CODIS.

9. Documentation

The Company shall preserve all documentation relating to the generation of the data. This includes but is not limited to datasheets, bench notes, instrument and computer-generated output, and photographs. When requested, the Company shall return all such documentation to the Riverside Police Department. Electronic data, raw data for example, may be sent in electronic form.

10. Support Requirements

- a. Contract Manager: The Company must designate a Contract Manager, acceptable to the Riverside Police Department, to act with full authority on the Contractor's behalf in all matters pertaining to contract administration.
- b. Consultation and Discussion: The Company must be willing to consult with the Department on any and all aspects of this contract. The Company's Contract Manager must be available to meet, upon request, with the Riverside Police Department's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement methods. Frequency of these meetings may be modified by agreement with both parties, or upon demand by the Riverside Police Department.
- c. Data Access: The Company shall provide access to all data files related to this contract in a format acceptable to the Riverside Police Department.
- d. Facility Access: The Company must permit access to the Company's facilities, for Riverside Police Department and California Department of Justice officials, during the life of the contract as necessary to verify that the Company complies with the terms and conditions of this RFP.
- e. Testimony: The Company must agree to work with the Riverside Police Department and/or any District Attorney's Office in the State of California to provide personnel for testimony related to work performed on Riverside Police Department samples under this contract. Testimony expenses will be the responsibility of the District Attorney's Office requiring the testimony.



January 25, 2021

Riverside Police Department
4102 Orange Street
Riverside, CA 92501

Re: City of Riverside RFP No. 2063

To Whom It May Concern:

Pure Gold Forensics enters into this Request for Proposal with both the intent and the ability to perform all serology and DNA Laboratory Analysis services listed. Pure Gold Forensics (PGF) is an ISO/IEC 17025:2017 accredited forensic DNA laboratory located in Redlands, CA. We adhere to and are audited against both ISO Standards as well as the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories.

PGF employs DNA analysts each with ten and over 20 years of Forensic DNA experience. Our Laboratory Director, Suzanna Ryan, has significant experience with Cold Cases and has been using the M-Vac on items of evidence since 2015. She is also on the M-Vac Board of Advisors and regularly discusses M-Vac related issues with the President of M-Vac Systems and the Chief Technical Officer of M-Vac Systems. The M-Vac is the only wet vacuum DNA collection system that has been validated by multiple forensic laboratories around the country and has been studied by the FBI (who reported their results in the Journal of Forensic Science and found that the amount of DNA recovered with the M-Vac as compared to a wet swab/dry swab method was consistently greater ranging from "3X to 66X on household items, 2X-28X on construction materials, and 10X-47X on automotive items". Not surprisingly to those of us who use the M-Vac routinely, the same study also found that items that have already been swabbed can still yield DNA when processed with the M-Vac - up to 46 times more DNA than the initial swabbing.)

Our laboratory director is also the Director of Forensic Consulting with the American Investigative Society of Cold Cases (AISOCC) - an organization whose members provide pro bono case review and consultation on Cold Cases around the country. In this capacity she has reviewed and consulted on dozens of Cold Cases since 2013 and has also performed M-Vac DNA collection for several of these cases.

The Technical Leader of the laboratory, Theron Vines, saw the usefulness of the M-Vac and validated the instrument for use in the laboratory in 2018. Since that time analysts in the laboratory have used the M-Vac successfully on multiple cases with many different types of samples and many different substrates for agencies across the country.





In addition to our work with the M-Vac, PGF also utilizes the soaking/swabbing method for extracting DNA from fired casings. Research indicates that this method can yield higher quantities of DNA than swabbing alone and our results on actual cases have resulted in usable DNA profiles in multiple cases.

Our analysts have received their training on, and PGF is currently validating, STRmix™ Probabilistic Genotyping software. Probabilistic Genotyping allows analysts to interpret complex and/or low-level mixtures that would not be able to be interpreted fully with manual interpretation methods. This can be especially important for Cold Cases where current testing techniques may be focusing on touch DNA which is often low level and may contain DNA from multiple contributors.

We at PGF feel we are well suited for performing Cold Case DNA analysis because we understand that Cold Cases are often times very different than a typical modern-day case in that the evidence may have been examined multiple times by multiple analysts through the years. The items may have suffered from degradation due to age or storage conditions, or there may be very little evidence remaining resulting in the need for the most sensitive analytical methods to be employed. PGF is not a high-throughput laboratory. Our analysts spend significant amounts of time on each Cold Case by first consulting with the submitting agency about which evidence items may be the most probative, next selecting the best analytical technique that may include M-Vac DNA collection, and finally, taking the time to remove any potential DNA inhibitors and concentrate the DNA extract to give the sample the best chance of yielding a DNA profile. We do not routinely discontinue analysis if the sample happens to show a low yield of DNA, instead we do what we can to maximize the amount of DNA present in the sample, all while staying within a 30-day case turn-around time.

The point of contact during the RFP review process is the President and Technical Leader of the laboratory, Theron Vines. He can be reached via phone or email or in-person at the laboratory in Redlands, California, only a 16-mile drive away from the City of Riverside Police Department.

Pure Gold Forensics thanks you for the opportunity to bid on this Request for Proposal and we encourage you to reach out to our Technical Leader or Laboratory Director with any questions you may have.

Sincerely,

Suzanna R. Ryan, MS, ABC
Laboratory Director
Pure Gold Forensics, Inc.

Theron L. Vines III, MS
President
Pure Gold Forensics, Inc.





January 25, 2021

City of Riverside RFP No. 2063 Statement of Understanding and Approach

Pure Gold Forensics approaches forensic DNA testing on Cold Cases in a manner which is designed to educate and assist the submitting agency in all ways possible. This includes a free preliminary consultation with the client to discuss the particulars of the case including the items of evidence that have been collected, any prior testing results, and what items of evidence may prove most probative to the case. We collaborate with the submitting agency regarding evidence submittal and accept items shipped via traceable overnight carrier or hand carried to our offices where a chain of custody is initiated and maintained throughout the analysis process.

All PGF analysts are fully trained in forensic serology techniques (including the characterization or identification of blood, semen, saliva, urine, vaginal fluid and menstrual fluid), DNA collection, DNA extraction, and DNA analysis methods including both autosomal DNA testing (Globalfiler™ analysis) and male-specific Y-STR testing (Yfiler™ Plus analysis). Our policies and procedures forbid the consumption of an entire item of evidence without prior documented approval by the submitting agency.

In our laboratory, each case is assigned a single analyst who performs every step of the analytical process, thus maintaining the continuity of the entire process from sample collection and serological testing all the way through the analysis and report-writing. We believe our One Case, One Analyst approach helps ensure that no important information slips through the cracks via a gap in communication, a misunderstanding, or similar.

Each casefile is, as required by the FBI Quality Assurance Standards, technically reviewed by another trained analyst who provide a second set of eyes to ensure accuracy of results and that the analytical approach selected by the case-working analyst includes all necessary steps to obtain the most complete DNA results for the client. The final report follows all ISO/IEC 17025 Standards and all FBI Quality Assurance Standards and includes results obtained from all items tested, whether probative or not, and statistical results to give weight to any inclusions. After the report is provided to the client, additional pro bono consultations are available to help the client understand the results obtained and to discuss any potential additional testing that the case may benefit from.

Confidentiality is critical in the forensic DNA analysis business and our Quality Manual discusses in detail the steps PGF goes through in order to maintain confidentiality. Discussions regarding the case or evidence items submitted are only held with those listed on the Case Submission Form and results are released only to those same individuals.





Should testimony be needed, the analyst who performed the analysis will testify regarding the testing process utilized and the results obtained. While we do charge for testimony, we would not charge for travel related expenses given our close proximity to Riverside County.

Overall, PGF and its analysts believe in an open dialogue with a healthy exchange of information between our clients and the individual analyst assigned to the case. In this manner, we believe we can have the best understanding of the case in order to advise our clients on the best analytical scheme for the evidence collected in each individual case.



EXHIBIT “B”

COMPENSATION

	DESCRIPTION	QTY	UOM	UNIT PRICE	DISCOUNT	Ext. PRICE
	RIVERSIDE POLICE DEPARTMENT - RFP 2063 Pricing					
1	Serology Testing	1	EA	\$250	20%	\$200
2	MVAC DNA Collection	1	EA	\$1,000	10%	\$900
3	Extraction/Quantitation (ONLY)	1	EA	\$600	20%	\$480
4	DNA Analysis (Globalfiler)	1	EA	\$1,295	20%	\$1,036
5	DNA Analysis (Yfiler Plus)	1	EA	\$1,495	20%	\$1,196
6	Amplification of Purified Extract - Globalfiler	1	EA	\$900	20%	\$720
7	Amplification of Purified Extract - Yfiler Plus	1	EA	\$1,100	20%	\$880
8	Rush Fee - 10 Day	1	EA	\$695	20%	\$556
9	Rush Fee - 5 Day	1	EA	\$995	20%	\$796
10	Rush Fee - 2 Day	1	EA	\$1,295	20%	\$1,036
11	Testimony Daily Flat Rate	1	DAY	\$2,250	NA	\$2,250
12	Comparison to known references (lab work not done at PGF)	1	HR	\$250	20%	\$200

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

Additional employees to be listed in the same format below on separate pages if necessary. Copies of licenses and/or certifications shall be attached.

Employee #1	Employee Name:	Theron Vines
	Title:	President/Technical Leader
	Licenses / Certifications:	
	# of Years Licensed/Certified:	
	Assigned Duties/Services:	See attached CV

Employee #2	Employee Name:	Suzanna Ryan
	Title:	Laboratory Director/Forensic Scientist
	Licenses / Certifications:	
	# of Years Licensed/Certified:	
	Assigned Duties/Services:	See attached CV

Employee #3	Employee Name:	
	Title:	
	Licenses / Certifications:	
	# of Years Licensed/Certified:	
	Assigned Duties/Services:	

Employee #4	Employee Name:	
	Title:	
	Licenses / Certifications:	
	# of Years Licensed/Certified:	
	Assigned Duties/Services:	