

GENERAL SERVICES AGREEMENT
BIOLOGICAL SCREENING & DNA TESTING SERVICES

THIS AGREEMENT is made and entered into as of the date of last execution hereof by and between Sorenson Forensics, LLC, (Contractor) a Utah limited liability company ("Sorenson") located at 2511 S. West Temple, Salt Lake City UT 84115 and the City of Tempe (the "Client") located at 20 East 6th Street, Tempe, Arizona 85281.

RECITALS

WHEREAS Sorenson desires to provide certain biological screening and DNA testing services for Client and/or law enforcement agencies approved by Client; and,

WHEREAS Sorenson warrants and represents that it has the legal right to enter such Agreement, to perform its obligations hereunder, and that it is not and shall not be in breach of any other obligation, whether express or implied, by entering into this Agreement

WHEREAS Client desires to engage Sorenson for such services; and

WHEREAS Client warrants and represents that it has the legal right and authority to enter into this Agreement to have Sorenson perform the Services hereunder, and that Client is not and shall not be in breach of any other obligation, whether express or implied.

THEREFORE, for good and valuable consideration, the sufficiency and receipt of which the Parties hereby acknowledge and the Parties agree and contract as follows:

1. SERVICES, TERM, GRANT. Sorenson shall provide certain biological screening and DNA testing services as described in Exhibit "A," attached hereto and incorporated by this reference ("**Services**") for an initial term of One (1) year(s) ("**Initial Term**") commencing as of the date of execution of this Agreement. The Parties may extend this Agreement for three (3) additional one-year terms, renewable on an annual basis, under the same terms and conditions ("**Renewal Term**"). Notice of Term extensions shall be in writing served upon the other by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement or any renewal terms in order for such extension to be effective, all collectively referred to as the "**Term.**"
2. NONEXCLUSIVE. This is a non-exclusive Agreement. The Client shall have the right to acquire Services, at its discretion, from other sources during the term of this Agreement.
3. INVOICE. Client shall be invoiced monthly for the Services rendered by Sorenson and Client shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the Client. All taxes, duties, fees (including bank charges) of any kind arising from this Agreement that are imposed by or under the authority of any government or any subdivision thereof, or which are required to be paid because of an obligation Client has with its own third party contractors and other shall be borne by Client and shall not be considered a part of, a deduction from, or an offset against, Client's payments to Sorenson and Sorenson shall have no liability whatsoever with respect to same.
4. PRICING. The pricing schedule for Services rendered is listed at Exhibit "B" which is attached hereto and incorporated by this reference. Further, for such consideration, Sorenson shall furnish all materials, supervision, labor, and equipment to complete its obligations under this Agreement.
5. TERMINATION. Either Party may cancel this Agreement for any reason and without any liability therefore upon giving the other thirty (30) days prior written notice. If this Agreement is terminated as provided herein, the Client shall pay Sorenson on the basis of Services satisfactorily performed and for those Services previously authorized that are at the time of notice in-process and not yet and will not be completed prior to the 30 day notice period. The final Invoice amount shall be mutually calculated and agreed to by the Parties.
 - 5.1. Effects Of Termination. Except where provided otherwise in this Agreement, any expiration or termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to such expiration or termination, or rescind or give rise to any right to rescind any payments due or made hereunder prior to the time such expiration or termination becomes effective, and expiration or termination shall not affect any rights of the Parties under this Agreement that have either accrued prior to such expiration or termination or that survive in accordance with this Agreement.
6. Force Majeure. Notwithstanding anything in this **Section 6**, if either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control including, without

limitation, an act of God, terrorism, fire, flood, earthquake, hurricane, tornado, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "**Force Majeure Event**") the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Client will not be excused from the payment of any sums of money owed by Client to Sorenson for Services provided prior to the Force Majeure Event and provided further, however, that if a Party suffering a Force Majeure Event is unable to cure that event within thirty (30) days of when it first occurred, the other Party may immediately terminate this Agreement upon written notice.

6.1. The foregoing paragraph shall not release a Party from using its best efforts to avoid or remove such cause for delay nor from immediately notifying the other Party, in writing, as soon as it has knowledge of the delay. Further, whenever such cause for delay shall cease to exist, such Party shall also immediately notify the other Party in writing and shall continue performance with reasonable promptness.

7. DISCLAIMERS, LIABILITIES, REMEDIES.

7.1. In no event shall either Party be liable to the other Party for any indirect, incidental, special, punitive, or consequential damages whatsoever. There shall be no third party beneficiaries under this contract.

7.2. In the event the Services rendered by Sorenson fail to conform to the requirements of this Agreement, Sorenson shall, at the election of the Client, either re-perform the Services at no cost to the Client or refund the amount paid for such Services.

8. MISCELLANEOUS.

8.1. Amendments/Revisions.

8.1.1. No provisions in either Party's business forms or correspondences (including but not limited to correspondences delivered through e-mail or Internet systems) shall supersede and/or amend the terms of this Agreement.

8.1.2. The body of this Agreement, excluding the attached Exhibit A, may only be changed, amended, and/or modified by a written Supplement or Amendment to this Agreement that is signed by an authorized representative of both Parties and which expressly refers to this Agreement.

8.2. Assignability. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by either Party in the event of a sale, merger, or consolidation with prior written notice and consent.

8.3. Counterparts. This Agreement may be executed via facsimile, and/or in multiple, original counterparts, each of which will be an original but all of which when taken together, shall constitute one and the same document. This Agreement, when taken together, bears an authorized signature of Sorenson and Client.

8.4. Dispute Resolution.

8.4.1. This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Arizona, USA, without regard to principles of law, including conflicts of law, of any jurisdiction, territory, country, province, and/or nation.

8.4.2. Each Party hereto expressly consents to service of process being affected upon it by either (a) pre-paid overnight carrier, or (b) registered mail, return receipt requested, postage prepaid, and sent to its address, or such other address as a Party may designate to receive service of process or notifications.

8.4.3. The Parties agree that, except those controversies or claims over which a governmental regulatory agency has exclusive jurisdiction, any and all controversies or claims of any nature arising out of or relating to this Agreement or the breach, termination, or validity thereof, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory, whenever brought and whichever Party brings it, and whether between the parties to this Agreement or between one of the parties to this Agreement and the employees, agents, and/or affiliated businesses of the other Party (a "**Claim**") they shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding.

8.4.4. The Parties further agree that any Claim which cannot otherwise be resolved as provided by **Section 8.4.3**, above, shall be brought and prosecuted only in Tempe, Arizona, USA, and may be resolved solely and exclusively by compulsory and binding arbitration conducted in Tempe, Arizona, USA in accordance with the then-current rules of the American Arbitration Association (the "AAA") which specifically pertain to the subject matters of the claim(s), except where such rules expressly conflict with the provisions of this Agreement and, in such event, this Agreement shall govern. Notwithstanding anything in this Agreement, each Party retains the right to seek judicial assistance, provided that such assistance is filed in the state or federal courts in Tempe, Arizona, USA USA:

8.4.5. To compel arbitration;

8.4.6. To seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; and To enforce any decision of the arbitrators, including the final award.

8.4.7. Each Party is required to continue to perform its obligations under this Agreement pending the final resolution of any Claim.

8.4.8. In no event shall any of the provisions of this Agreement be deemed to require either Party to arbitrate any Claim (including defenses thereto) to the extent, and then only to such extent, that such Claim concerns the validity, enforceability or infringement of any patent, copyright or trademark (including trade dress and service mark) right.

8.5. Entire Agreement.

8.5.1. This Agreement, including the attached Exhibits A and B, shall constitute the entire agreement between Sorenson and Client with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter, whether written or oral, are superseded hereby, except any nondisclosure agreement previously executed between the parties.

8.5.2. The body of this Agreement, excluding the attached Exhibits A and B, may be changed only by a written agreement that is signed by authorized representatives of both Sorenson and Client.

8.5.3. Headings. The headings of the several sections are inserted for convenience of reference only and are intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

8.6. Notice Provisions.

8.6.1. All notices pursuant to this Agreement shall be in writing given to or made upon the Parties at their respective addresses as set forth below ("**Notices**"), or at some other address as a Party may designate in a writing delivered to the other Party:

Sorenson: SORENSON FORENSICS, LLC
2511 S. WEST TEMPLE
SALT LAKE CITY, UT 84115

Client: City of Tempe
Procurement Department
20 East 6th Street
Tempe, Arizona 85281

8.6.2. All notices required or permitted to be given under this agreement shall be in writing and either delivered personally, by pre-paid courier, or transmitted by facsimile or other similar means of electronic communication – provided that receipt of all such notifications shall be confirmed as having been received in order to constitute valid notice, and shall be deemed communicated.

8.6.3. Either Party may change its contact person and/or address for notices by means of written notice to the other Party given in accordance with this **Section 8.7**.

8.7. Relationship of the Parties. Each Party is acting as an independent contractor and not as an agent, partner, joint venturer, or franchiser-franchisee with the other Party for any purpose. Unless expressly provided by this Agreement, neither Party shall have any right, power, nor authority to act or to create any obligation, express or implied, on behalf of the other.

8.8. Remedies. Except as provided herein, the rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it, at law and/or in equity.

8.9. Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The Parties further agree that, in the event such provision is an essential part of this Agreement, they shall negotiate in good faith the terms and conditions of a replacement provision.

8.10. Survival. Notwithstanding any expiration or termination of this Agreement provisions permissible under US Federal and Utah State Law shall survive for the maximum period.

8.11. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act and/or acquiescence by either Party, and if any provision or provisions of this Agreement are waived it shall only be by an instrument in writing signed by authorized representatives of both Parties and which expressly refers to this Agreement and the provisions it is waiving. In such event, any such waiver or waivers shall not constitute a waiver of any other provisions of this Agreement or of the same provision or provisions on another occasion.

8.13 Certification: Contractor shall comply with the following:

- A. The submission of the proposal did not involve collusion or other anti-competitive practices.
- B. Contractor agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Contractor further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
- C. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract. In addition, the company may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
- D. The Contractor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this contract. Violation of this condition shall be grounds for Contract termination by the City.
- E. Contractor expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Contractor further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along

with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

8.14. Conflict of Interest: This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8.15 Insurance:

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

8.16 Events of Default and Termination:

- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
 - i) Any failure by Contractor to furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
 - i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

SORENSEN FORENSICS, LLC

Signature: 
 By: Douglas R. Fogg
 Title: President & Chief Operating Officer
 Date: 03 February 2016

CITY OF TEMPE

Signature: _____
 By: Mark W. Mitchell
 Title: Mayor
 Date: _____

EXHIBIT A
SCOPE OF WORK
BIOLOGICAL SCREENING & DNA TESTING SERVICES

Sorenson shall provide biological screening and DNA testing services on an "as needed" basis for Client. Services shall be performed using procedures validated for forensic casework and generally accepted in the forensic scientific community. Standard operating procedures detailing all procedures used in processing Client cases shall be available for review at any time. The responsibilities and tasks required of Sorenson in providing such services include, but shall not be limited to, the following:

A. Evidence Handling. Sorenson shall provide Chain of Custody (COC) forms and establish sample acceptance procedures that are mutually acceptable to both Sorenson and Client. Client may from time-to-time communicate specific instructions and requests to Sorenson concerning the performance of the work, which is the subject hereof. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Sorenson.

1. All evidence samples shall be delivered to Sorenson by Client or County law enforcement designee(s) via a shipping carrier with tracking number, such as UPS or FedEx.
2. Case items shall be individually and securely sealed and packaged.
3. A case submission form/manifest shall be included with each delivery of case items from Client. Sorenson shall compare the submission form/manifest with items received and inspect all evidence seals within one business day of receiving the samples. The Sorenson laboratory shall report any manifest inconsistencies or problems with package or seal integrity within two business days of receipt of samples from the Client.
4. Sorenson shall maintain a complete electronic chain of custody for all samples.
5. At no time will Sorenson consume more than 50% of any item or sub-sample for DNA extraction unless written permission is first obtained from Client explicitly authorizing.
6. Cases with the oldest date of receipt Sorenson shall be analyzed first. Upon request by Client, Sorenson shall test a case out of receipt order.

B. Sexual Assault Evidence Collection Kit Processing

The following standardize set of processing instructions will be incorporated into our proposed flat rate pricing:

- All evidentiary swabs contained within the sexual assault evidence collection kit will be Y-screened*. Underwear (only) included in the kit will be processed as needed.
- Up to 3 STR amplifications/kit will be performed under the proposed plan
 - Single contributor– One evidence sample and one reference sample will be analyzed in our DNA process via STR analysis
 - Multiple contributor – Two evidence samples and one reference sample will be analyzed in our DNA process via STR analysis
 - Includes one round of rework that may include re-extraction or re-amplification, as needed.
 - Acceptable reference samples include Buccal swabs or blood collection tubes
- Additional items of evidence and additional amplification requests will be subject to additional testing charges (this includes YSTR analysis and additional STR testing requests)
- No hair analysis will be performed

*Note: Sorenson Forensics Y-screening method includes both RT-PCR quantification for the presence of male DNA and serological testing for seminal fluid and/or saliva using an immunochromatographic assay.

C. Data Reporting. Sorenson shall provide a written report detailing the biological screening and DNA testing performed and the results of that testing which will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations. Sorenson shall provide completed case files to the CLIENT within 60 days from receipt of evidence or upon a mutually agreed upon delivery schedule for large bulk shipments of evidence. Sorenson shall provide formal pre-trial DNA case consultation at no charge. Sorenson Forensics will provide trial expert witness testimony services upon request at the prices stated in Exhibit "B".

D. **Confidentiality.** Case information and test results are confidential criminal justice information. Access to case information and evidence, including sub-samples and DNA extracts, must be controlled by Sorenson's laboratory and limited to those personnel identified to the Client as working under this contract. Sorenson' laboratory cannot provide information concerning cases to anyone other than specified representatives of the CLIENT. Any "outside" inquiries related to the processing of samples shall be immediately reported to the CLIENT designee.

F. **Subcontracting.** Sorenson shall not sub-contract any services without prior written permission from the Client explicitly stating so. Sorenson shall be responsible for all payments due to the subcontractor for all tests and analyses performed hereunder and Sorenson shall be responsible for any amounts paid to the subcontractor that are in excess of the then effective contract rates that the Client is required to pay for such tests hereunder.

Account Name: Sorenson Forensics, LLC
Account # 934629692
Routing# 124-001545
ABA# 021000021
Bank Name: JP Morgan Chase Bank, UT
South Salt Lake City Office
Salt Lake City, Utah 84101 USA

Exhibit C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached.

OR

I hereby certify Sorenson Forensics, LLC (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.


Signature

Date: 03 February 2016

Douglas R. Fogg
Print Name

President & Chief Operating Officer
Title

Sorenson Forensics, LLC
Company