



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Louisville Metro Police Dept	Department Contact	Chief Yvette Gentry
Contact Email	yvette.gentry@louisvilleky.gov	Contact Phone	(502) 574-7660

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	01/01/2021	06/30/2021		

VENDOR INFORMATION

Vendor Legal Name	Tabitha Ann Bandy				
DBA	DBA				
Point of Contact	Tabitha A. Bandy	Email	forensicresponsesolutions@gmail.com		
Street	403 Rolling Mill Road				
Suite/Floor/Apt		Phone	270-543-6025		
City	Old Hickory	State	TN	Zip Code	37138
Federal Tax ID#		SSN# (If sole proprietor)	[REDACTED]		
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$37,500		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	X				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	305	2511	251112	521301
Payment Rate	6250.00	per hour		per day	
		per month		Other	
Payment Frequency	X	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

LMPD is attempting to create our own DNA Laboratory to be ran through Metro Government. In order to accomplish this task, we will need to hire a consultant to assist us in this process. Ms. Bandy has a history of creating DNA laboratories around the globe. She has designed and built labs in Afghanistan and Nashville. She started her career with the Kentucky State Police DNA Lab during it's inception, and still has strong contacts within the agency. Based upon her history of beginning a laboratory from the beginning stages, Ms. Bandy is aware of the certifications necessary to become an accredited entity. This is a time consuming process where numerous inspections will need to be passed. Ms. Bandy has dealt with the accrediting bodies (ILAC, IAF, etc.) which will lead to an easier transition in establishing a new laboratory.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

As stated earlier, Ms. Bandy has a history of beginning labs from their conceiving point. She has built multiple labs, which has gained her the experience in the nuances that would be necessary to develop an accredited, nationally-recognized facility. Her expertise in this area is invaluable, and would be impossible to come by for the price being asked for in this request. Ms. Bandy still maintains a yearly spreadsheet which keeps the costs for all equipment, upkeep and licensing fees for said equipment. This type of information will allow LMPD to start ahead of the normal point in opening up a DNA lab. She is also well-versed in navigating pitfalls to avoid slowdowns in the process continuing in a forward progressing. Her relationships with the accreditation agencies and KSP Lab is a service only Ms. Bandy can provide. Ms. Bandy is currently the director of the Nashville DNA Laboratory, where she runs the day-to-day operations. She has worked in both local and private labs around the country, and continues a good working relationship with all of her previous employers to enhance the services her laboratory can provide.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director _____

Signature _____

Printed Name
DocuSigned by:

Date _____

01/05/2021

Purchasing Director _____

Signature _____

Date _____

1/12/2021

Joel Neaveill

VENDOR QUESTIONNAIRE

Vendor Name Tabitha A. Bandy DBA
 Federal Tax I.D. # 403-08-0269
 Address 403 Rolling Mill Road
 City Old Hickory State TN Zip 37138
 Phone Number (270) 543-1005
 Fax Number ()
 Email forensicresponse.solutions@gmail.com
 Contact First Name Tabitha Contact Last Name Bandy

1. Name of the Louisville Metro Department administering this transaction:

2. Is this transaction over \$20,000? ☒ Yes ☐ No

3. If "Yes", has the vendor been Prequalified with the Human Relations Commission?

☐ Yes ☐ No

a) If "No", all transactions over \$20,000 must be prequalified prior to approving payment. Go to www.louisvilleky.gov/humanrelations to initiate the prequalification process.

4. Is the vendor certified as one of the following:

Minority Owned: ☐ Female Owned: ☐ Handicapped Owned: ☐ Disadvantaged Owned: ☐

a) If a selection was made, list the certifying agency? _____

5. Is the vendor majority owned by:

- a) At least 51% of the business owned by a female (or females)
 b) At least 51% of the business owned by handicapped person(s)
 c) At least 51% of the business owned by a minority (or minorities)

☒ Yes ☐ No

If you have any questions concerning vendor prequalification or certification, please contact:

LOUISVILLE METRO HUMAN RELATIONS COMMISSION

410 West Chestnut Street

LOUISVILLE, KY 40202

Ph: 502-574-3631 TDD: 502-574-4332

Website: www.louisvilleky.gov/humanrelations

Email: hrc@louisvilleky.gov

For Office Use Only

MFHBE Info
 Keyed in LEAP: ☐

Date: _____

Initials: _____

Last Updated: 4/24/2014

Tabitha A. Bandy

Career Summary

Experience in forensic biology casework and databasing in government and private laboratories, nationally and internationally.

Education

2011-2012, **Master of Science in Pharmacy** (emphasis in Forensic Serology and DNA), University of Florida Gainesville

1994-1995, **Bachelor of Science** (Major: Recombinant Genetics / Minor: Chemistry), Western Kentucky University

Chemistry / Instrumentation Training/Experience

Organic Extraction using ethanol precipitation or Filtration (Amicon or Microcon)

Bead extractions (DNA IQ using the Maxwell 16, Chargeswtich using the Biosprint 96 or Kingfisher 96, Qiagen EZ1)

Tecan Genesis RSP 150 and Workstation 200, BSD Punch, and Titertek

Aquarius and Nanodrop Express

Quantifiler, Plexor HY, Profiler Plus, Cofiler, Identifiler, Powerplex 16, Minifiler, Y-filer, Powerplex Fusion and Powerplex Y23

ABI 7000, 7500, 310, 3100, 3130XL, and 3500

Genescan/Genotyper, Genemapper ID, and Genemapper IDX

Positions Held

DNA Supervisor/ Technical Leader, August 2010 - Present

Metro Nashville Police Department

- Selected and supervise staff of six analysts and two technicians
- Perform technical and administrative reviews of casework
- Address and troubleshoot quality, efficiency and technical issues in the Forensic Biology Unit
- Review and develop policies and procedures for the future MNPd crime laboratory, including but not limited to the DNA Quality Assurance Program, Forensic Biology Technical Operating Procedures, and Forensic Biology Training Manual
- Assisted with the development of the floor plans and construction of the DNA Unit of the future MNPd Crime Lab
- Develop budgetary plan, equipment, and supplies for DNA Unit of the future MNPd Crime Lab
- Establish edMNPd LDIS acting as FBI CODIS Administrator/ Alternate FBI CODIS Administrator until December 6, 2016

Tabitha A. Bandy

DNA Supervisor/ Technical Leader (continued)

- Liaison between MNPD , Tennessee Bureau of Investigation, disseminating and tracking FBI DNA database (CODIS) hit information for the department
- Manage ordering and purchasing of Forensic Biology instruments, equipment, and consumables
- Assist MNPD personnel in DNA evidence selection, submission, and outsourcing
- Develop and present for training and informative purposes to MNPD (i.e. in-service, COMSTAT, and individual investigative units including South Precinct detectives and domestic violence), SANE Programs, TN International Association of Identification, TN Arson Investigation School, and Middle Tennessee State University
- Attended monthly Homicide Summits to assist and answer DNA related questions until 2015
- Team member of the Homicide Investigative Review Team (HIRT) until 2015
- Attend professional meetings and training and conduct research on the most current technologies and policies to implement into the future DNA Unit
- Established relationship through meetings and communication with TBI, the District Attorney's office, and the community
- All Duties outlined in 5.2.3 of the FBI Quality Assurance Standards (QAS) for Forensic Biology DNA Testing Laboratories (2011)

Scientist III/ DNA Lead/ Scientist IV, March 2010 - May 2011

Joint Expeditionary Forensic Facility (JEFF) BAE Systems based out of King George, VA deployed to Bagram, Afghanistan

- Primary DNA Section liaison to the Joint Expeditionary Forensic Facility (JEFF) Officer in Charge (OIC), Lab Manager, and DNA Technical Leader in Dahlgren, VA communicating issues, challenges, future requirements, and successes of the DNA unit
- Primary coordinator with DNA subject matter experts (SMEs) training and mentoring on lab policies, procedures, and protocols
- Assisted U.S. military and federal attorneys and justices, along with the Afghan court system to integrate DNA analysis into Afghan Rule of Law -Developed and conducted training for six Afghan National scientists from the Ministry of Interior (MOI) on forensic DNA analysis and capabilities
- Performed forensic serology and DNA analysis in order to provide intelligence fo U.S. and Coalition Forces in the Afghan Theater of Operation-Documented analysis and established reports of findings
- Performed technical peer and administrative reviews on reports
- Performed troubleshooting on instrumentation (AB 7500, 9700, and 3130 XL), data, and technical issues with DNA analyst's cases
- Prepared weekly situation reports (SIT REP) for the military and administration in Dahlgren, VA
- Recruited prospective employees through seminars and presentations equipment and instruments
- Recruited prospective employees through seminars and presentations

Tabitha A. Bandy

Scientist III/ DNA Lead/ Scientist IV, March 2010 - May 2011 (continued)

- Educated U.S. and coalition forces along with contracted law enforcement professionals (LEP's), attorneys and judges (U.S. and Afghan), medical personnel, intelligence analysts, and government officials through briefings and tours about proper evidence collection, submission, the capabilities of the DNA unit, and probative use of DNA in battlefield forensics

- Established and maintained records of evidence and maintenance performed on equipment and instruments

Forensic DNA Analyst III, May 2006 - March 2010

Orchid Cellmark Nashville

- Performed forensic serology and DNA analysis in both CODIS and casework for various government agencies in the U.S. and Canada using a variety of different chemistries, instruments, and protocols

- Established and maintained records of evidence and maintenance performed on equipment and instruments

- Documented analysis and established reports of findings

- Provided expert testimony in Ohio, Indiana, and Texas regarding forensic serology and DNA including paternity

- Validated new procedures and technologies (Microcon filtration and Powerplex 16 for casework) including technical write up and development of standard operating procedure

- Developed training modules, conducted training, and evaluated analysts and management on execution of procedures in both forensic serology and DNA for training coordinator

- Performed quality control checks on products and instruments in the laboratory including routine maintenance and troubleshooting procedures

- Performed forensic serological and DNA testing according to various contract specifications and guidelines submitted by the various clients

- Developed guidelines and conducted training on new contract specifications

- Evaluated analyst's court room testimony

- Acted as senior analyst on contracts requiring team processing, processing 300-500 sexual assault cases

- Casework representative on quality assurance team, troubleshooting both quality and technical issues with the Quality Assurance Manager

- Conducted quality control testing on reagents and kits for use in both CODIS and casework

Forensic Biologist I/II/ Forensic Scientist Specialist, September 2000 - May 2006

Kentucky State Police

- Performed technical peer and administrative reviews on reports

- Testified in court on scientific findings

- Educated laboratory personnel regarding safety and OSHA regulations

Tabitha A. Bandy

Forensic Biologist I/II/ Forensic Scientist Specialist (continued)

- Designed and organized training of law enforcement agencies, attorneys, and medical personnel on the collection and preservation of evidence and capabilities of the Kentucky State Police Forensic Laboratory
- Assisted in interviewing, selecting, and training new employees
- Established and maintained records of evidence and maintenance performed on equipment and instruments
- Recruited prospective employees through seminars, job fairs, and presentations
- Assisted law enforcement agencies in the field
- Performed a variety of chemical, biological, and microscopic techniques in order to identify biological evidence such as blood, urine, saliva, and hair (i.e. Forensic Serology) (Phadebas, Thymophthalein Monophosphate Test, Leucomalachite Green, in addition to serological tests previously listed)
- Perfomed autosomal STR analysis on biological evidence (using DNA IQ and technologies previously listed)
- Documented analysis and established reports of findings
- Designed and organized training of law enforcement agencies, attorneys, and medical personnel on the collection and preservation of evidence and capabilities of the Kentucky State Police Forensic Laboratory
- Assisted in interviewing, selecting, and training new employees
- Educated laboratory personnel regarding safety and OSHA regulations

Technical Training

- Development and Publication of New Standards and Best Practices, Webinar, Promega Webinar, July-September, 2020
- ASCLD Leadership Academy Level 2 , Virtual, January—March 2020
- ANAB ISO/IEC 17025:2017 and AR 3125 Assessor Training, Webinar, December 26, 2019
- 30th Annual International Symposium on Human Identity (General Session, Workshop on Revised QAS, Workshop on Interpreting and Reporting Contaminated DNA Profiles, and Technical Leaders Meeting), Palm Springs, CA, September 22-26, 2019
- Probabilistic Genotyping Webinar Series, RTI Forensic Technology Center of Excellence A Program of the National Institute of Justice, May—September, 2018

Tabitha A. Bandy

Technical Training (continued)

- Promega Tech Tour, Nashville, TN, July 11, 2019
- International Symposium on Human Identity, Phoenix, AZ, September 22-27, 2018 (including NIJ Grant Workshop and High Impact Leadership Workshop)
- Technical Leaders Summit, FBI, Norman, OK, November 13-16, 2017
- 28th International Symposium on Human Identity, Promega, Seattle, WA, October 3-5, 2017
- 3rd Annual Technical Lead Summit / 21st Annual CODIS Conference, Norman, OK, November 14, 2016
- USA STRmix Training Workshop, Los Angeles, CA, April 19-22, 2016
- 2nd Annual Technical Lead Summit / 21st Annual CODIS Conference, Norman, OK, November 16-18, 2015
- Technical Leader Workshop, 26th International Symposium on Human Identification, Grapevine, TX, October 15, 2015
- 20th Annual CODIS Conference, including New CODIS Administrator Training, Norman, - OK, November 17-19, 2014
- Y-STR Introduction, Y-STR Statistical Training, Y-STR Interpretation, and Autosomal STR Interpretation and Statistics by Dan Hellwig of Sorenson Forensics, MNPD-CL Nashville, TN November 4-6, 2014
- Promega Powerplex Fusion Validation Presentation by Craig Nolde of Sorenson - Forensics, MNPD-CL Nashville, TN, October 16, 2014
- Promega Plexor HY Validation Presentation, Michael Lin of Sorenson Forensics, MNPD-CL Nashville, TN, August 19, 2014
- EZ1 and Introduction to Plexor HY Validation Presentation by Bobby Sheen and Craig Nolde of Sorenson Forensics, MNPD-CL Nashville, TN July 22, 2014
- DNA Technical Leader Summit, National Institute of Standards and Technology & Federal Bureau of Investigation CODIS Unit, Norman, OK, November 20-21, 2013
- 24th International Symposium on Human Identity, Promega, Atlanta, GA, October 7-10, 2013
- Technology Transition Workshop: A DNA Revolution—Next Generation Technologies, Dr. Art Eisenberg and Dr. Bruce Budowle, University of North Texas Health Science Center, Ft. Worth, TX, May 21-23, 2013
- Introduction to the 3500 Genetic Analyzer and Advanced GMIDX Software Training, Melissa Kotkin, Nashville, TN, March 5-8, 2013
- 18th Annual National CODIS Conference, Norman, OK, November 13-14, 2012
- "Validation of New Techniques and Assays," Susan Greenspoon, Nashville, TN, October 18, 2012
- 23rd International Symposium on Human Identification, Promega, Nashville, TN, October 15-18, 2012

Tabitha A. Bandy

Technical Training (continued)

- "Brining Y-STRs into Your Laboratory: Practical Applications and Data Interpretation," Sorenson Forensics, Nashville, TN, October 15, 2012
- "How to Tackle a DNA Backlog," Chuck Heurich & Minh Nguyen, Nashville, TN, October 14, 2012
- Successfully completed American Society of Crime Laboratory Directors Laboratory Accreditation Board International's Internal Auditor Training Course, Anja Einseln, Memphis, TN March 20-23, 2012
- American Academy of Forensic Sciences 64th Annual Scientific Meeting, Atlanta, GA, February 22-25, 2012
- "Advanced DNA Mixture Interpretation and Statistical Approaches", Debra A. Figarelli / Debra E. Glidewell, Atlanta, GA, February 20-21, 2012
- 17th Annual National Combined DNA Indexing System (CODIS) Conference, Federal Bureau of Investigation, Jacksonville, FL, November 14-17, 2011
- 22nd International Symposium on Human Identification, Promega, National Harbor, MD, October 3-6, 2011
- Technical Leaders Workshop, National Harbor, MD, October 6, 2011 San Antonio, TX, October 11, 2010
- 21st International Symposium on Human Identification, Promega, San Antonio, TX, October 11-14, 2010
- Promega Presentation, Melissa Schwandt, Orchid Cellmark Nashville, October 6, 2009
- "Mixture Interpretation Principles, Protocols & Practices Workshop," Dr. John M. Butler, et. al., San Antonio, TX, October 11, 2010
- 19th International Symposium on Human Identification, Promega, Hollywood, CA, October 13-16, 2008
- Promega Working Group Meeting (Training on Maxwell 16 and Plexor Y), Madison, WI, July 17-18, 2007
- "The Use of Non-Autosomal Markers," HITA/AABB, Hollywood, CA, October 12, 2008
- In-house training at Orchid Cellmark including Microscopy, Sperm Elution Extraction, Low Copy Number DNA, Troubleshooting Capillary Electrophoresis, Forensic Serology, Reduced Relative Fluorescent Units for Casework, Comparison of Short Tandem (STR) kits, What's Going on in Research and Development - Various Validations, Audit Prep, Parentage Testing, Chimerism and Mosaicism, PCR Amplification: Theory and Application, Y-STR's, Mitochondrial DNA, Mixture Interpretation, Accreditation and Audits, Applied Biosystems 7300/7500 Real-time Polymerase Chain Reaction (PCR) Data Systems, Ethics in Forensic Science, Proper Pipetting Techniques, Forensic Statistics, and DNA Forensics Lab and Theory Basics, Nashville, TN, 2006-2008
- "Improved Results from Integrating Real-Time PCR based DNA Quantitation with Amp FLSTR Y-filer PCR Amplification Kit in Sexual Assault Investigations," WebEX training, Nicole Oldroyd Applied Biosystems (ABI), November 2005
- President's DNA Initiative Advanced Training: 3130 Capillary Electrophoresis, 7500 Quantifiler Real-Time PCR, and GeneMapper ID, Marshall University, Huntington, WV, November 7-11, 2005

Tabitha A. Bandy

Technical Training (continued)

- 16th International Symposium on Human Identification, Promega, Grapevine, TX, September 27-29, 2005
- GeneMapper ID, WebEx Training, ABI, March 7, 2005
- "Presenting DNA Evidence in Court," Dr. Charlotte Word, Grapevine, TX, September 26, 2005
- YSTR WebEx Training, ABI, January 18, 2005
- GeneMapper ID Training, Catherine Caballero ABI, Kentucky State Police (KSP) Central Laboratory Frankfort, KY, January 11-12, 2005
- In-house DNA Training, KSP Central Laboratory Frankfort, KY, September 1, 2004
- "Basic Evidence Collection Training," Special Agent Tracey L. Riley FBI, September 15-19, 2003
- "Future Trends in Technology," ABI, Cincinnati, OH, August, 2003
- "Bloodstain Pattern Analysis Workshop," Toby Wolson, Miami-Dad Police Department, Miami, FL, December 9-13, 2002
- International Association of Bloodstain Pattern Analysts (IABPA) Annual Training Conference, Harrisburg, PA, October 2-4, 2002-
- "Introduction to Hairs," Karen Lanning FBI, Toledo, OH, April 29 - May 3, 2002
- "Future Trends in Technology," ABI, Nashville, TN, December 2001
- Bloodstain Interpretation Workshop, KSP Central Laboratory, Frankfort, KY, June 2001
- Forensic Biology (Serology) Training, KSP Central Laboratory, September 2000 to September 2001

Tabitha A. Bandy

Awards and Activities

- Interviewed for "Women in Science," Palm Springs, CA, September 26, 2019 (To be released November 2019)
- Served as Technical Leader Chair for the Technical Leader Meeting at the 30th Annual International Symposium on Human Identity, Palm Springs, CA September 26, 2019
- Certified Forensic Manager-I Certification 5/22/19 –Present
- American Society of Crime Laboratory Directors Leadership Academy February—May 2019
- FBI NDIS Audit Review Panel January 2018—Present
- ASCLD/LAB-*International* Assessor 2014 to present
- FBI QAS Auditor 2013 to present
- Courtroom Experience (Paternity - One time 2009 or 2010 Houston, TX;
Microscopic Hair Comparison - At least one time 2002 - 2004 Kentucky;
Serology - At least ten times 2002 - 2012 Kentucky, Indiana, Texas;
DNA - At least five times Kentucky, Indiana, Ohio, Indiana, Texas)
- Coin of Excellence 19th MP Battalion August 2010
- Member of Orchid Cellmark Nashville's Quality Assurance Team 2008 to 2010
- Member of Kentucky State Police Centralized Laboratory Safety Committee August 2005 - May 2006
- Kentucky State Police Civilian Employee Award 2002

Professional Organizations

- American Academy of Forensic Sciences 2008-Present
- International Association of Bloodstain Pattern Analysts 2003-2006
- Midwestern Association of Forensic Scientists 2001-2006

AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **TABITHA ANN BANDY**, with offices located at 403 Rolling Mill Road, Old Hickory, Tennessee 37138, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to consultation concerning the creation of an LMPD DNA Laboratory; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

Consultation services concerning the creation of an LMPD DNA testing laboratory as described on Attachment A attached hereto and fully incorporated herein and which shall include but not be limited to:

1. Ways to maximize their current forensic services, including but not limited to, case review and communication with their current forensic provider
2. Accreditation of the LMPD Crime Scene Unit
3. Needs assessment regarding Forensic DNA Services.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement at the rate of **SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00)** per month. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of

the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin January 1, 2021 and shall continue through and including June 30, 2021.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of

fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Attachment B attached hereto and fully incorporated herein.

VII. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in

no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content

of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed

herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY CONTINGENT UPON
METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR
THIS AGREEMENT:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:

Paul Rutherford

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

Date: 4/21/2021

[Signature]

**ERIKA SHIELDS, CHIEF OF
POLICE**

Date: 4-20-2021

TABITHA ANN BANDY

DocuSigned by:

[Signature]

TABITHA ANN BANDY

Date: 4/17/2021

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

ATTACHMENT A

Louisville Metro Police Department is seeking the services of Tabitha Bandy to act as a forensic consultant to our department to advise them on topics related to the following:

- Ways to maximize their current forensic services, including but not limited to, case review and communication with their current forensic provider
- Accreditation of their Crime Scene Unit
- Needs assessment regarding Forensic DNA Services

The work is set to begin immediately and the contract for services will expire June 30, 2021.

ATTACHMENT B

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **PROFESSIONAL LIABILITY (Errors and Omissions Liability):** insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.