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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- **B.1** The District of Columbia Government (the "District"), Office of Contracting and Procurement (OCP), on behalf of the Office of the Deputy Mayor for Public Safety and Justice, has awarded a contract to SNA International, Inc. ("Contractor") to provide subject matter expert staffing in the field of forensic laboratory management.
- **B.2** The District has awarded a fixed price Requirements contract in accordance to 27 DCMR Chapter 1702 (Emergency Procurements).

B.2.1 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after end of the period of performance.

B.3.1 PRICE SCHEDULE - Labor Hour

Base Period -Date of award until 120 days thereafter

Contract	Item Description	Price Per Unit		Estimated	Total
Line	(Labor Category)	(Hourly Rate)*		Labor	Estimated
Item No.	(Labor Category)	(Hourry Kate)		Hours	Price
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0001	Scientific Program Manager	<u>\$ 193.75</u>	per hour	242	\$ 46,887.50
0002	Program Support	\$ 79.21	per hour	686	\$ 54,338.06
0003	Lead Forensic Laboratory Manager SME	\$ 174.25	per hour	686	\$ 119,535.50
0004	Forensic SMES as needed in: - Quality DNA - Evidence Management - Information Technology - Digital - Firearms and Toolmarks - Friction Ridge - Seized Drugs	\$ 174.25	per hour	2790	\$ 486,157.50
0005	Editor	\$ 82.45	per hour	64	\$ 5,276.80
0006	Graphic Designer	\$ 59.91	per hour	32	\$ 1,917.12
Estimated Grand Total for Labor					\$ 714,112.48

^{*}The fixed hourly rates shown above are fully loaded and include wages, benefits, overhead, general and administrative expenses, and profit.

Estimated Grand Totals

Labor	\$ 714,112.48	
Travel	\$ 50,310.90	
Estimated Grand Total	\$ 764,423.38	

^{**}Travel includes an estimated 18 trips for various SMEs (All travel will be in accordance with GSA and JTR)

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Government (the "District"), Office of Contracting and Procurement (OCP), on behalf of the Office of the Deputy Mayor for Public Safety and Justice, has awarded a contract to SNA International, Inc. to provide subject matter expert staffing in the field of forensic laboratory management. Specifically, the contractor will be expected to render assistance with identifying the root cause(s) of the issues that resulted in the District of Columbia (DC) Department of Forensic Sciences' (DFS) accreditation suspension by the ANSI National Accreditation Board (ANAB); identifying any other issues that may be present but not identified by ANAB or the United States Attorney's Office (USAO); conduct a risk analysis of the issues; and, develop and implement an appropriate corrective action plan(s) to remedy the issue(s) and restore DFS accreditation.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

Laboratory accreditation is an essential tenant of sound forensics laboratory operations. Forensic laboratories are typically accredited to ISO/IEC 17025:2017, which covers both management practices and testing operations and includes factors that determine the correctness and reliability of the laboratory's tests and calibrations. Maintaining ISO/IEC 17025:2017 accreditation to forensic and international standards provides the District of Columbia (DC) Department of Forensic Sciences (DFS) forensic laboratory customers and stakeholders confidence in the casework the laboratory performs.

Until April 2, 2021, the DC DFS Forensic Laboratory was accredited by the ANSI National Accreditation Board (ANAB), the largest and longest established accreditation provider based on ISO standards for forensic agencies in the United States. ANAB inspected the DFS Forensic laboratory and determined that the laboratory fulfilled all of the ISO/IEC 17025:2017 requirements for ANAB forensic testing and calibration (AR3125:2019) in the disciplines of Biology¹, Digital and Video/Imaging Technology and Analysis, Firearms and Toolmarks, Friction Ridge, Seized Drugs under certificate FT-0213.

On April 2, 2021, ANAB abruptly suspended the DFS Forensic Laboratory accreditation. ANAB cited the findings of an investigation undertaken and reported by the US Attorney's Office (USAO) on March 15, 2021, as the cause for the suspension and possible revocation of

¹ The DFS's ANAB accreditation also covered the Federal Bureau of Investigation Quality Assurance Standards (FBI QAS) for DNA testing.

accreditation. The suspension and subsequent revocation that occurred on May 2nd, 2021 of forensic accreditation is a serious matter. As a result, the DFS must take corrective actions such as those noted in Section 8.7 of ISO/IEC 17025. These actions include but are not limited to:

- Identify the root cause(s) of the issues that resulted in accreditation suspension. The source(s) of the problem(s) must be accurately identified to implement effective and sustaining corrective action plan(s),
- Identify any other issues that may be present but not identified in the USAO report or by ANAB.
- Conduct a risk analysis of the issues,
- Develop an appropriate corrective action plan(s) to remedy the issue(s),
- Ensure the corrective action plan will be acceptable to ANAB, the DFS Science Advisory Board (SAB), and DFS customers
- Develop change management action plans to implement the approved corrective action plan(s) successfully,
- Monitor operations to ensure the corrective action(s) are appropriate and comprehensive, and
- Provide transparency through monthly project status reports and meetings so that ANAB and the DFS SAB, customers, and other stakeholders have the assurance that the DC government is taking appropriate action towards receiving accreditation.

While ANAB cited the USAO March 15, 2021 report as describing the problems, the root cause(s) related to accreditation suspension and revocation may be related to one or more issues, including but not limed to DFS Forensic Laboratory:

- Policies
- Procedures
- Management practices
- Technical practices including:
- Use of appropriate methods
- Verification and validation studies
- o Review processes (both peer and management)
- Adherence to accreditation standards
- Number and type of staff
- Staff knowledge, skills, and abilities
- Adherence to the ANAB Guiding Principles of Professional Responsibility for Forensic Service Providers and Forensic Personnel
- Budget
- · Outside influences
- Environment
- Training
- Ethical misunderstandings
- Information management
- Process workflows

Because of the complex circumstances surrounding the USAO allegations and because ANAB does not evaluate or confirm forensic casework, the DFS will require a cadre of outside forensic subject matter experts (SMEs) to help identify the root cause and any other issues negatively impacting accreditation and customer satisfaction. The SMEs will be required to support the laboratory operations' technical evaluation and provide an independent review of past casework (if not performed externally) to ensure the laboratory casework's accuracy and reliability.

C.5 REQUIREMENTS

C.5.1 Staffing

The Contractor shall provide subject matter expert (SME) staffing in the following areas to evaluate and support the DFS laboratory assessment and corrective action operations:

- Forensic laboratory management
- Quality (ISO/IEC 17025:2017)
- Evidence management
- Information technology
- Biology (including serology, short tandem repeat, and next-generation sequencing)
- Digital and video/imaging technology and analysis
- Firearms and toolmarks
- Friction ridge (fingerprint)
- Seized drugs
- **C.5.1.1**The Contractor shall provide resumes and/or curriculum vitae, acceptable to the District, that demonstrate the SMEs proposed to perform under this contract have a qualified background in their discipline.

C.5.2 Project I – Analysis and Recommendations

Tasks supporting evaluation and corrective action include:

- **C.5.2.1** The Contractor shall identify and document the root cause(s) of the issues that resulted in the USAO complaint and resulting accreditation suspension. Including:
 - o Reviewing the documentation associated with the USAO complaint and investigation to gain a complete understanding of all activities and timeline
 - o Examining the interaction with ANAB and the resulting accreditation suspension
 - o Reviewing DFS Forensic Laboratory policies, memos, procedures, and internal reports
 - o Supporting the external evaluation of casework to an independent government agency for review to identify potential issues
 - o SME review of casework for disciplines not sent to an independent government agency for review
- C.5.2.2 The Contractor shall assess and document all current DFS operations, including:
 - o Laboratory management approach and oversight
 - o Quality practices and effectiveness
 - o Testing and analysis policies, procedures, and practices

- C.5.2.2.1 The Contractor shall access and document current DFS staff competency and expectations by:
 - o Supporting the facilitation of third-party independent case review
 - o Internal case assessment by contracted SMEs
 - o Review of training, competency, and proficiency case records
 - o Staff interviews (as needed)
- C.5.2.3The Contractor shall create a root cause analysis report which identifies and documents the root cause(s) of the issues leading to the USAO complaint and any other issues uncovered during the assessment.
- **C.5.2.4**The Contractor shall provide weekly status update briefings.
- **C.5.2.5**The Contractor shall provide monthly progress reports.

C.5.3 Project II - Corrective Actions and Monitoring

- **C.5.3.1**The Contractor shall rectify the root cause(s) of the issues leading to the suspension of accreditation through:
 - Development and implementation of change management action plans and corrective actions
 - o Monitoring corrective actions to achieve desired outcomes and support the reaccreditation of DFS laboratory operations
 - o Continual progress reporting through periodic program management meetings and progress reports.
- **C.5.4** The period of performance for this contract and project completion shall be within 120 days from date of contract award.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number
 (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's
 Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
 (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 120 days from date of award specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method	Due Date
			of Delivery	
C.5.2.1 – C.5.2.3	Comprehensive DFS Laboratory Assessment Report to include: Summary of technical evaluation of case results; Root Cause Analysis; Documentation of DFS Operations; Documentation of DFS Staff Competency and expectations; Recommendations for moving forward; Corrective Action Report and Change Management Action	1	PDF	Within 90 days from date of award.
C.5.2.4	Plan(s) for identified issues Weekly status update briefings	1 per week	PDF	By the close of business every Friday
				throughout the period of performance.
C.5.2.5	Monthly Reports	1 per month	PDF	By the close of business on the last Friday of the month throughout the period of performance.
C.5.3.1	Change Management Action Plans and Corrective Actions	1	PDF	Within 120 days of contract award.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- **G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- **G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- **G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov
- **G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- **G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 RESERVED

G.4 PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- **G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- **G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- **G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated ______, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- **G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- **G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
 - a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- **G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- **G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Kenneth Wallington, Senior Contracting Officer Office of Contracting and Procurement 441 4th Street, NW Washington, DC 20001

Ph: (202)679-0686

Email: Kenneth.wallington@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- **G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- **G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- **G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

- **G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- **G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- **G.9.1.2**Coordinating site entry for Contractor personnel, if applicable;
- **G.9.1.3**Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- **G.9.1.4**Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- **G.9.1.5**Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- **G.9.2** The address and telephone number of the CA is:

Anthony Crispino Interim Director - DFS 401 E Street, SW, Washington, DC 20024

Ph: 202-834-1555

Email: anthony.crispino@dc.gov

- **G.9.3** The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of District property, except as specified under the contract.
- **G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

- **G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, purchase orders, or task orders by the CO. Such orders may be issued during the term of this contract.
- **G.10.2** All delivery orders, purchase orders, or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- **G.10.3** If mailed, a delivery order, purchase order, or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.11 HOURLY RATE CEILING

G.11.1 The ceilings for specified hourly rate items are set forth in Section B.3.1.

- **G.11.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3.1.
- **G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- **G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- **G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- **G.11.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.3. and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in B.3.1, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- **G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- **G.11.8** If any hourly rate ceiling specified in Section B.3.1 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- **G.11.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.3.1 unless the change order specifically increases the hourly rate ceilings.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4282 Revision 17, dated April 23, 2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- **(b)** Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- **(c)** Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- **(f)** Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.
- **H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:
 - (a) New employees at the commencement of employment;
 - **(b)** Existing employees; and
 - (c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.
- **H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.
- H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

- **H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.
- **H.4.2** The Contractor shall not:
 - (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
 - **(b)** Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.
- **H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.
- H.5 RESERVED
- H.6 RESERVED
- H.7 RESERVED

H.8 RESERVED

H.9 RESERVED

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- **H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- **H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- **H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- **H.10.5** This section and the provisions of the Act shall not apply:
 - (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- **H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

- 1. "Products" A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
- 2. "Existing Products" Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

- 3. "Custom Products" Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
- 4. "District" The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

- 1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
- 2. <u>Custom Products</u>: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

- 1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- 2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
- 3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
 - 1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 - 2. <u>Automobile Liability Insurance</u>. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - 3. <u>Workers' Compensation Insurance</u>. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 - Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Wallington, Senior Contracting Officer Office of Contracting and Procurement 441 4th Street, NW Washington, DC 20001 Ph: (202) 679-0686

Email: Kenneth.wallington@dc.gov

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document including vendor's Technical Proposal and Price Proposal
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) Claims by the Contractor against the District: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
 - (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii)A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4282 Revision 17, dated April 23, 2020
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Required Solicitation Documents"

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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- **B.1** The District of Columbia Government (the "District"), Office of Contracting and Procurement (OCP), on behalf of the Office of the Deputy Mayor for Public Safety and Justice, has awarded a contract to SNA International, Inc. ("Contractor") to provide subject matter expert staffing in the field of forensic laboratory management.
- **B.2** The District has awarded a fixed price Requirements contract in accordance to 27 DCMR Chapter 1702 (Emergency Procurements).

B.2.1 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after end of the period of performance.

B.3.1 PRICE SCHEDULE - Labor Hour

Base Period -Date of award until 120 days thereafter

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Contract	Item Description	Price Per Unit		Estimated	Total
Line	(Labor Category)	(Hourly Rate)*		Labor	Estimated
Item No.				Hours	Price
(CLIN)					
0001	Scientific Program Manager	\$ 193.75	per hour	242	\$ 46,887.50
0002	Program Support	\$ 79.21	per hour	686	\$ 54,338.06
0003	Lead Forensic Laboratory Manager SME	\$ 174.25	per hour	686	\$ 119,535.50
0004	Forensic SMES as needed in: - Quality DNA - Evidence Management - Information Technology - Digital - Firearms and Toolmarks - Friction Ridge - Seized Drugs	<u>\$ 174.25</u>	per hour	2790	\$ 486,157.50
0005	Editor	\$ 82.45	per hour	64	\$ 5,276.80
0006	Graphic Designer	\$ 59.91	per hour	32	\$ 1,917.12
Estimated					\$ 714,112.48
Grand					
Total for					
Labor					

^{*}The fixed hourly rates shown above are fully loaded and include wages, benefits, overhead, general and administrative expenses, and profit.

Estimated Grand Totals

Labor	\$ 714,112.48	
Travel	\$ 50,310.90	
Estimated Grand Total	\$ 764,423.38	

^{**}Travel includes an estimated 18 trips for various SMEs (All travel will be in accordance with GSA and JTR)

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Government (the "District"), Office of Contracting and Procurement (OCP), on behalf of the Office of the Deputy Mayor for Public Safety and Justice, has awarded a contract to SNA International, Inc. to provide subject matter expert staffing in the field of forensic laboratory management. Specifically, the contractor will be expected to render assistance with identifying the root cause(s) of the issues that resulted in the District of Columbia (DC) Department of Forensic Sciences' (DFS) accreditation suspension by the ANSI National Accreditation Board (ANAB); identifying any other issues that may be present but not identified by ANAB or the United States Attorney's Office (USAO); conduct a risk analysis of the issues; and, develop and implement an appropriate corrective action plan(s) to remedy the issue(s) and restore DFS accreditation.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

Laboratory accreditation is an essential tenant of sound forensics laboratory operations. Forensic laboratories are typically accredited to ISO/IEC 17025:2017, which covers both management practices and testing operations and includes factors that determine the correctness and reliability of the laboratory's tests and calibrations. Maintaining ISO/IEC 17025:2017 accreditation to forensic and international standards provides the District of Columbia (DC) Department of Forensic Sciences (DFS) forensic laboratory customers and stakeholders confidence in the casework the laboratory performs.

Until April 2, 2021, the DC DFS Forensic Laboratory was accredited by the ANSI National Accreditation Board (ANAB), the largest and longest established accreditation provider based on ISO standards for forensic agencies in the United States. ANAB inspected the DFS Forensic laboratory and determined that the laboratory fulfilled all of the ISO/IEC 17025:2017 requirements for ANAB forensic testing and calibration (AR3125:2019) in the disciplines of Biology¹, Digital and Video/Imaging Technology and Analysis, Firearms and Toolmarks, Friction Ridge, Seized Drugs under certificate FT-0213.

On April 2, 2021, ANAB abruptly suspended the DFS Forensic Laboratory accreditation. ANAB cited the findings of an investigation undertaken and reported by the US Attorney's Office (USAO) on March 15, 2021, as the cause for the suspension and possible revocation of

¹ The DFS's ANAB accreditation also covered the Federal Bureau of Investigation Quality Assurance Standards (FBI QAS) for DNA testing.

accreditation. The suspension and subsequent revocation that occurred on May 2nd, 2021 of forensic accreditation is a serious matter. As a result, the DFS must take corrective actions such as those noted in Section 8.7 of ISO/IEC 17025. These actions include but are not limited to:

- Identify the root cause(s) of the issues that resulted in accreditation suspension. The source(s) of the problem(s) must be accurately identified to implement effective and sustaining corrective action plan(s),
- Identify any other issues that may be present but not identified in the USAO report or by ANAB.
- Conduct a risk analysis of the issues,
- Develop an appropriate corrective action plan(s) to remedy the issue(s),
- Ensure the corrective action plan will be acceptable to ANAB, the DFS Science Advisory Board (SAB), and DFS customers
- Develop change management action plans to implement the approved corrective action plan(s) successfully,
- Monitor operations to ensure the corrective action(s) are appropriate and comprehensive, and
- Provide transparency through monthly project status reports and meetings so that ANAB and the DFS SAB, customers, and other stakeholders have the assurance that the DC government is taking appropriate action towards receiving accreditation.

While ANAB cited the USAO March 15, 2021 report as describing the problems, the root cause(s) related to accreditation suspension and revocation may be related to one or more issues, including but not limed to DFS Forensic Laboratory:

- Policies
- Procedures
- Management practices
- Technical practices including:
- Use of appropriate methods
- Verification and validation studies
- o Review processes (both peer and management)
- Adherence to accreditation standards
- Number and type of staff
- Staff knowledge, skills, and abilities
- Adherence to the ANAB Guiding Principles of Professional Responsibility for Forensic Service Providers and Forensic Personnel
- Budget
- · Outside influences
- Environment
- Training
- Ethical misunderstandings
- Information management
- Process workflows

Because of the complex circumstances surrounding the USAO allegations and because ANAB does not evaluate or confirm forensic casework, the DFS will require a cadre of outside forensic subject matter experts (SMEs) to help identify the root cause and any other issues negatively impacting accreditation and customer satisfaction. The SMEs will be required to support the laboratory operations' technical evaluation and provide an independent review of past casework (if not performed externally) to ensure the laboratory casework's accuracy and reliability.

C.5 REQUIREMENTS

C.5.1 Staffing

The Contractor shall provide subject matter expert (SME) staffing in the following areas to evaluate and support the DFS laboratory assessment and corrective action operations:

- Forensic laboratory management
- Quality (ISO/IEC 17025:2017)
- Evidence management
- Information technology
- Biology (including serology, short tandem repeat, and next-generation sequencing)
- Digital and video/imaging technology and analysis
- Firearms and toolmarks
- Friction ridge (fingerprint)
- Seized drugs
- **C.5.1.1**The Contractor shall provide resumes and/or curriculum vitae, acceptable to the District, that demonstrate the SMEs proposed to perform under this contract have a qualified background in their discipline.

C.5.2 Project I – Analysis and Recommendations

Tasks supporting evaluation and corrective action include:

- **C.5.2.1** The Contractor shall identify and document the root cause(s) of the issues that resulted in the USAO complaint and resulting accreditation suspension. Including:
 - o Reviewing the documentation associated with the USAO complaint and investigation to gain a complete understanding of all activities and timeline
 - o Examining the interaction with ANAB and the resulting accreditation suspension
 - o Reviewing DFS Forensic Laboratory policies, memos, procedures, and internal reports
 - o Supporting the external evaluation of casework to an independent government agency for review to identify potential issues
 - o SME review of casework for disciplines not sent to an independent government agency for review
- C.5.2.2 The Contractor shall assess and document all current DFS operations, including:
 - o Laboratory management approach and oversight
 - o Quality practices and effectiveness
 - o Testing and analysis policies, procedures, and practices

- C.5.2.2.1 The Contractor shall access and document current DFS staff competency and expectations by:
 - o Supporting the facilitation of third-party independent case review
 - o Internal case assessment by contracted SMEs
 - o Review of training, competency, and proficiency case records
 - o Staff interviews (as needed)
- C.5.2.3The Contractor shall create a root cause analysis report which identifies and documents the root cause(s) of the issues leading to the USAO complaint and any other issues uncovered during the assessment.
- **C.5.2.4**The Contractor shall provide weekly status update briefings.
- **C.5.2.5**The Contractor shall provide monthly progress reports.

C.5.3 Project II - Corrective Actions and Monitoring

- **C.5.3.1**The Contractor shall rectify the root cause(s) of the issues leading to the suspension of accreditation through:
 - Development and implementation of change management action plans and corrective actions
 - o Monitoring corrective actions to achieve desired outcomes and support the reaccreditation of DFS laboratory operations
 - o Continual progress reporting through periodic program management meetings and progress reports.
- **C.5.4** The period of performance for this contract and project completion shall be within 120 days from date of contract award.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number
 (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's
 Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
 (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 120 days from date of award specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method	Due Date
			of Delivery	
C.5.2.1 – C.5.2.3	Comprehensive DFS Laboratory Assessment Report to include: Summary of technical evaluation of case results; Root Cause Analysis; Documentation of DFS Operations; Documentation of DFS Staff Competency and expectations; Recommendations for moving forward; Corrective Action Report and Change Management Action	1	PDF	Within 90 days from date of award.
C.5.2.4	Plan(s) for identified issues Weekly status update briefings	1 per week	PDF	By the close of business every Friday
				throughout the period of performance.
C.5.2.5	Monthly Reports	1 per month	PDF	By the close of business on the last Friday of the month throughout the period of performance.
C.5.3.1	Change Management Action Plans and Corrective Actions	1	PDF	Within 120 days of contract award.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- **G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- **G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- **G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov
- **G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- **G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 RESERVED

G.4 PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- **G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- **G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- **G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated ______, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- **G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- **G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
 - a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- **G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- **G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Kenneth Wallington, Senior Contracting Officer Office of Contracting and Procurement 441 4th Street, NW Washington, DC 20001

Ph: (202)679-0686

Email: Kenneth.wallington@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- **G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- **G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- **G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

- **G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- **G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- **G.9.1.2**Coordinating site entry for Contractor personnel, if applicable;
- **G.9.1.3**Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- **G.9.1.4**Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- **G.9.1.5**Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- **G.9.2** The address and telephone number of the CA is:

Anthony Crispino Interim Director - DFS 401 E Street, SW, Washington, DC 20024

Ph: 202-834-1555

Email: anthony.crispino@dc.gov

- **G.9.3** The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of District property, except as specified under the contract.
- **G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

- **G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, purchase orders, or task orders by the CO. Such orders may be issued during the term of this contract.
- **G.10.2** All delivery orders, purchase orders, or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- **G.10.3** If mailed, a delivery order, purchase order, or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.11 HOURLY RATE CEILING

G.11.1 The ceilings for specified hourly rate items are set forth in Section B.3.1.

- **G.11.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3.1.
- **G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- **G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- **G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- **G.11.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.3. and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in B.3.1, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- **G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- **G.11.8** If any hourly rate ceiling specified in Section B.3.1 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- **G.11.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.3.1 unless the change order specifically increases the hourly rate ceilings.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4282 Revision 17, dated April 23, 2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- **(b)** Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- **(c)** Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- **(f)** Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.
- **H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:
 - (a) New employees at the commencement of employment;
 - **(b)** Existing employees; and
 - (c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.
- **H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.
- H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

- **H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.
- **H.4.2** The Contractor shall not:
 - (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
 - **(b)** Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.
- **H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.
- H.5 RESERVED
- H.6 RESERVED
- H.7 RESERVED

H.8 RESERVED

H.9 RESERVED

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- **H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- **H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- **H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- **H.10.5** This section and the provisions of the Act shall not apply:
 - (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- **H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

- 1. "Products" A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
- 2. "Existing Products" Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

- 3. "Custom Products" Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
- 4. "District" The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

- 1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
- 2. <u>Custom Products</u>: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

- 1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- 2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
- 3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
 - 1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 - 2. <u>Automobile Liability Insurance</u>. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - 3. <u>Workers' Compensation Insurance</u>. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 - Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Wallington, Senior Contracting Officer Office of Contracting and Procurement 441 4th Street, NW Washington, DC 20001 Ph: (202) 679-0686

Email: Kenneth.wallington@dc.gov

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document including vendor's Technical Proposal and Price Proposal
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) Claims by the Contractor against the District: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
 - (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii)A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4282 Revision 17, dated April 23, 2020
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Required Solicitation Documents"

District of Columbia Department of Forensic Services

Date

19-May-21

Request for Proposal (RFP) No:

ODMDFS514021

Company

SNA International, LLC

PRICE SCHEDULE -- Labor Hour

BASE YEAR

Contract Line	Item Description	Price P	er Unit	Estimated	Total
Item No.	(Labor Category)	(Hourly	(Hourly Rate)		Estimated
(CLIN)			Hours		Price
0001	Scientific Program Manager	<u>\$ 193.75</u>	per hour	242	\$ 46,887.50
0002	Program Support	\$ 79.21	per hour	686	\$ 54,338.06
0003	Lead Forensic Laboratory Manager SME	\$ 174.25	per hour	686	\$ 119,535.50
0004	Forensic SMES as needed in: - Quality DNA - Evidence Mangement - Information Technology - Digital - Firearms and Toolmarks - Friction Ridge	<u>\$ 174.25</u>	per hour	2790	\$ 486,157.50
0005	Editor	\$ 82.45	per hour	64	\$ 5,276.80
0006	Graphic Designer	\$ 59.91	per hour	32	\$ 1,917.12
Estimated Grand Total for Labor				<u>\$ 714,112.48</u>	

ESTIMATED GRAND TOTALS

Period of Performance	Estimated Grand Totals		
Labor	\$ 714,112.48		
Travel	\$ 50,310.90		
Estimated Grand Total	\$ 764,423.38		

^{*}The fixed hourly rates shown above are fully loaded and include wages, benefits, overhead, general and administrative expenses, and profit.

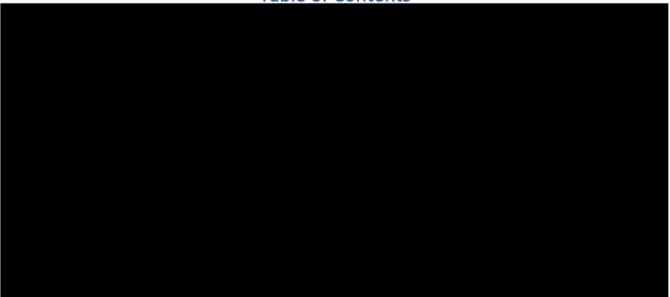
^{**}Travel includes an estimated 18 trips for various SMEs (All travel will be in accordance with GSA and JTR)

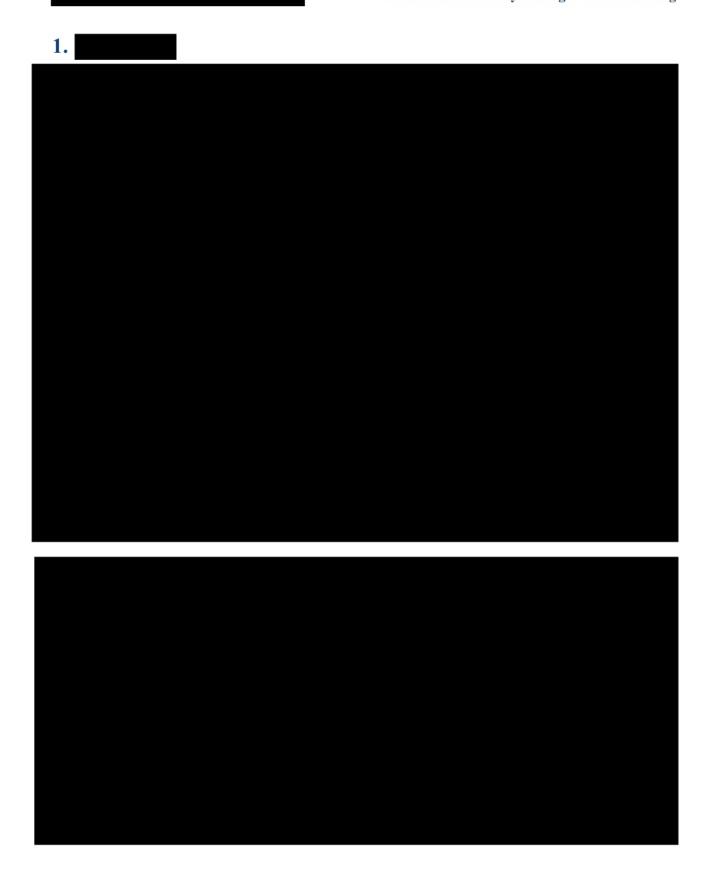


May 19, 2021

This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets marked "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."







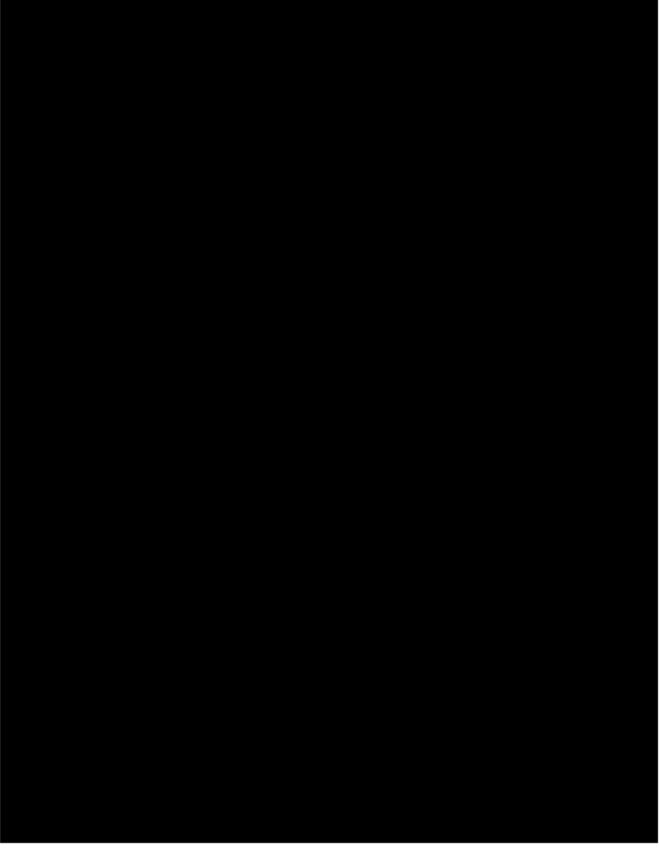
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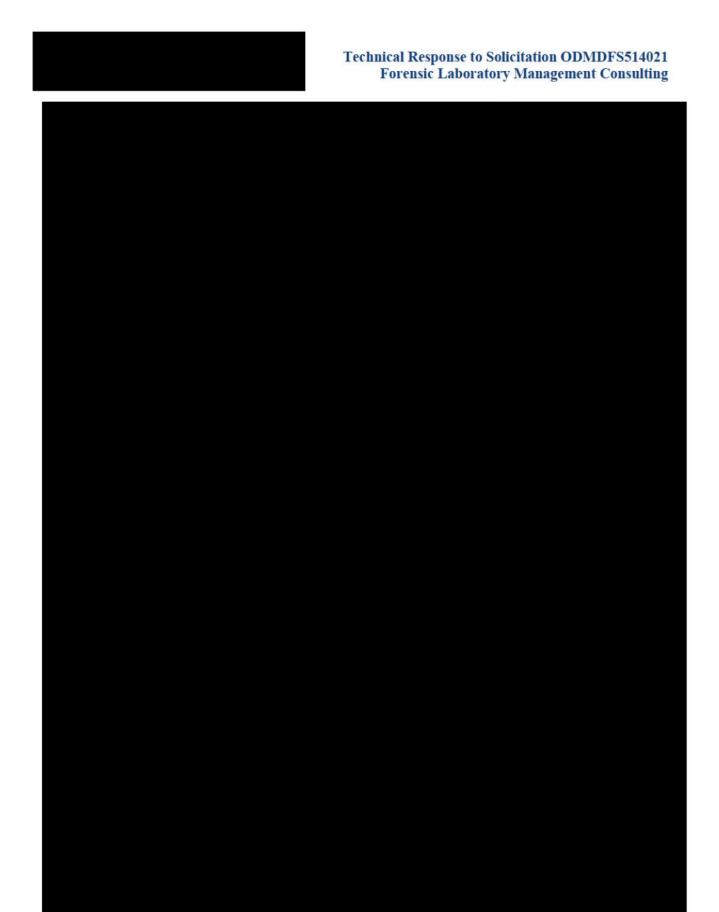




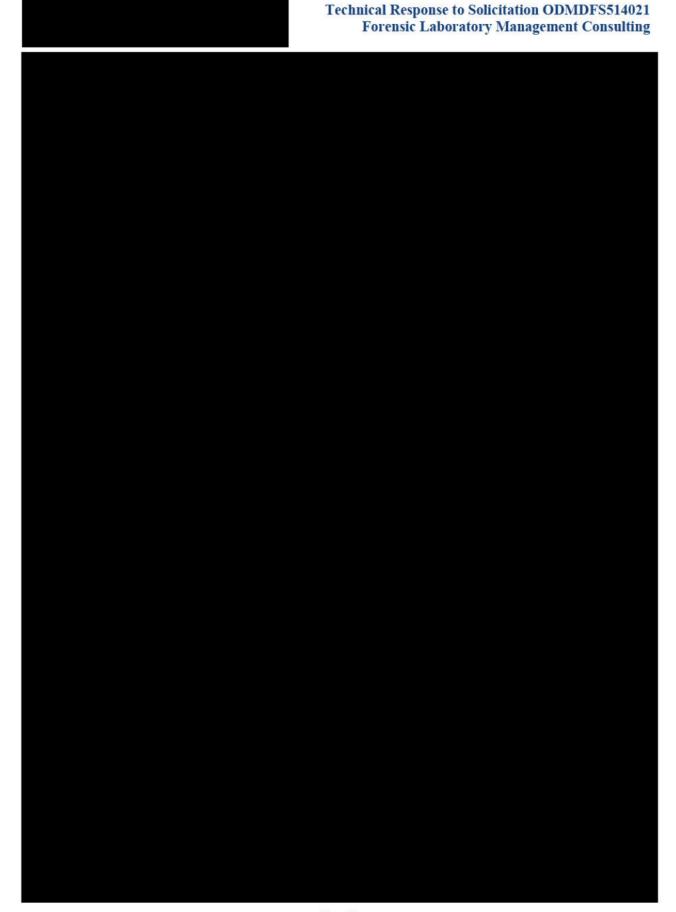
Technical Response to Solicitation ODMDFS514021 Forensic Laboratory Management Consulting



Page 3



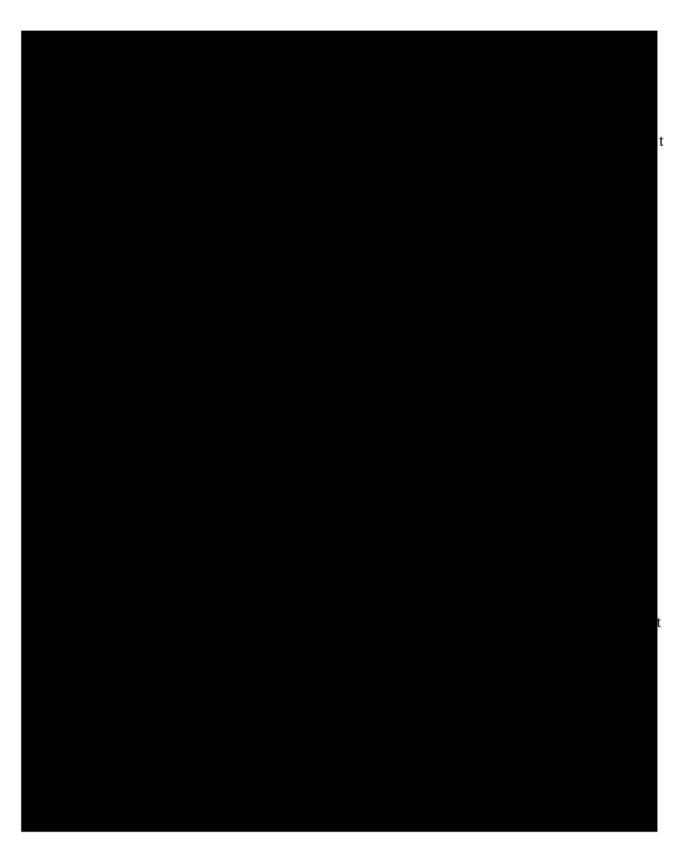
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Page 5

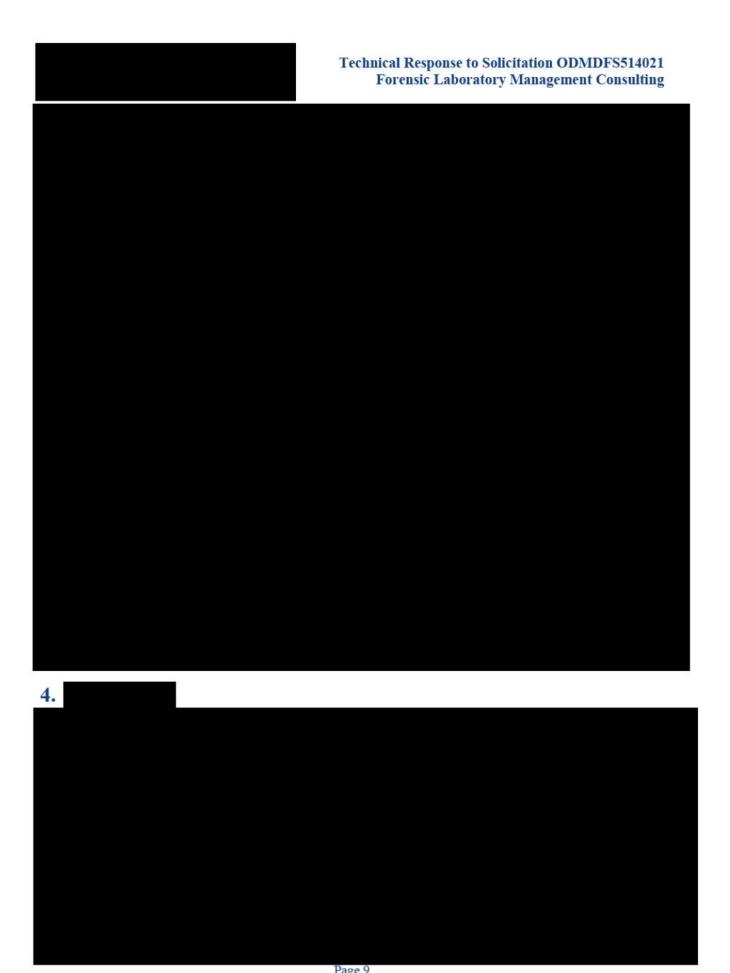






Page 7
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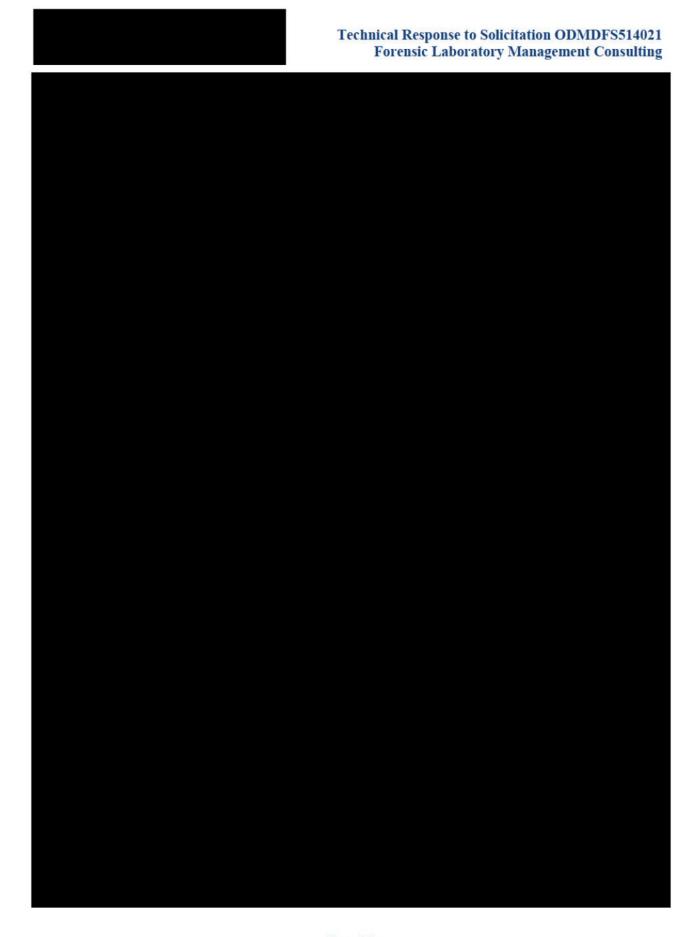


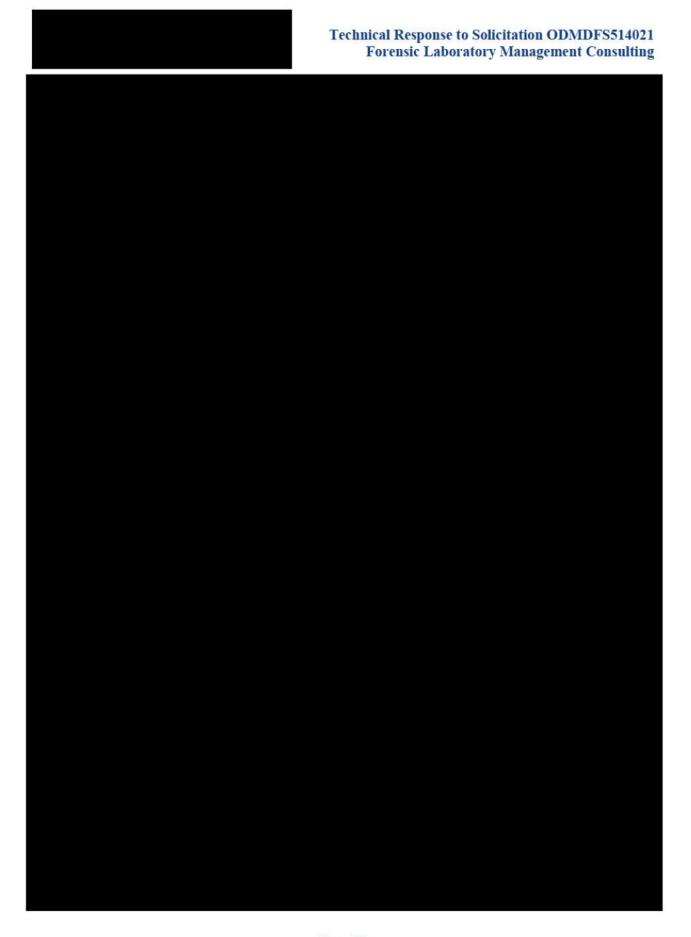


Technical Response to Solicitation ODMDFS5140
Forensic Laboratory Management Consulti

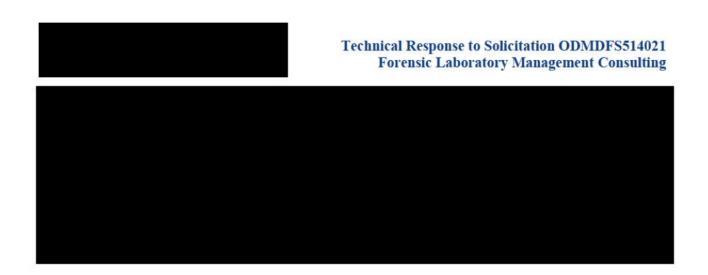
Attachment A:	

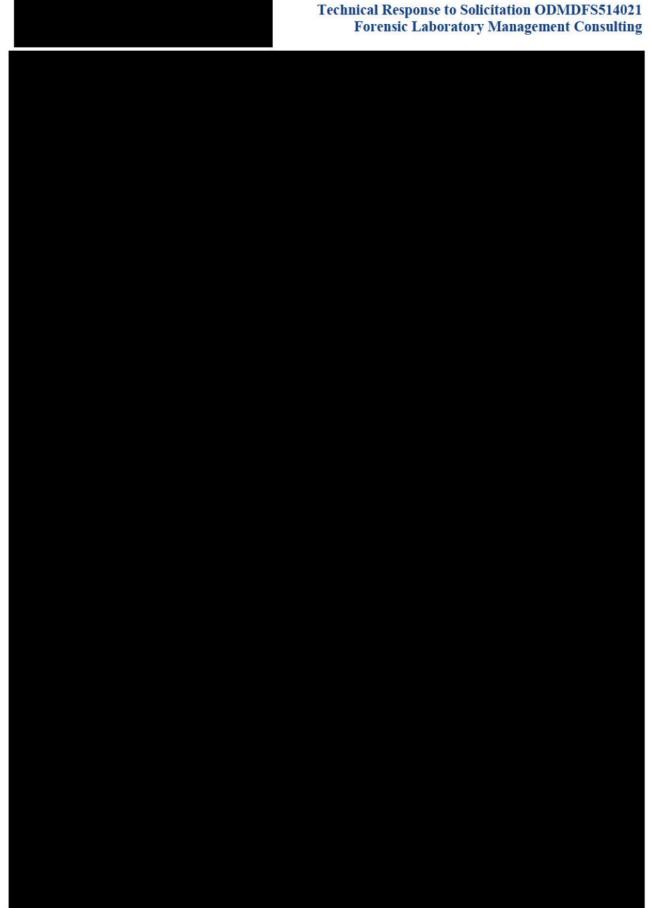




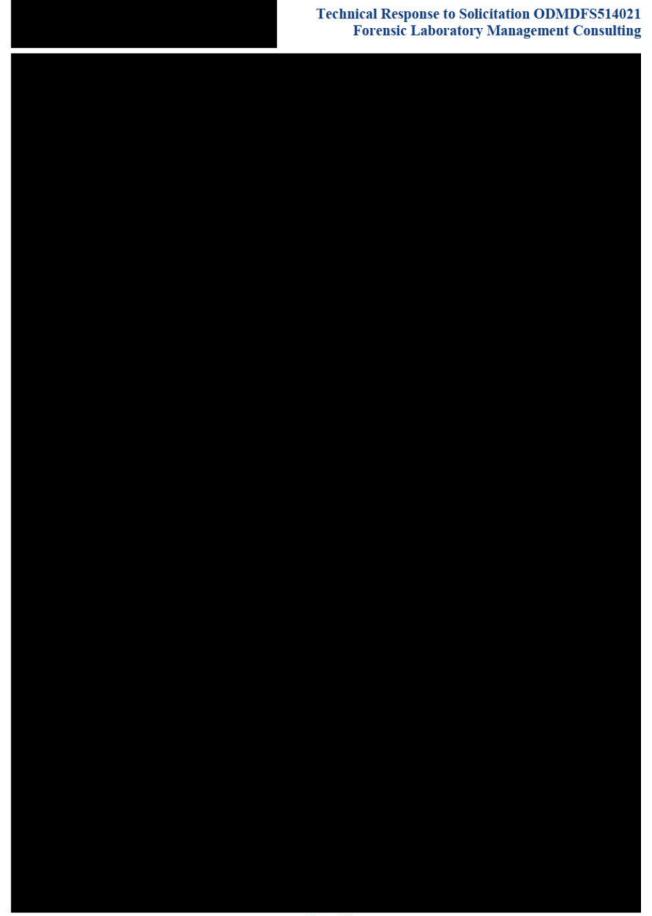


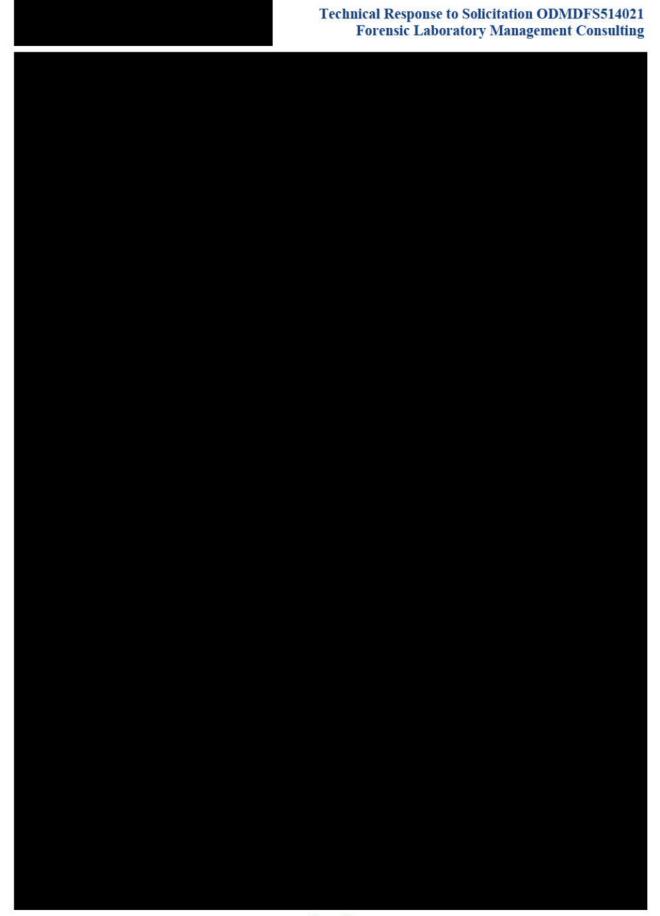




















*** Electronic Invoicing Purchase Order. Please use https://vendorportal.dc.gov to register and submit invoices. ***

Order No: PO644476 -FY'21 OCP-Department of Forensic Sciences

Issued on Thu, 24 Jun, 2021

Supplier

SNA International LLC 500 Montgomery St STE 500 Alexandria, VA 22314 Phone: 703.970.1930 Contact

Ship To

Office of Contracting & Procurement 441 4th Street, NW, Suite 330S Washington, DC 20001 United States Fax: 1(202) 727-3229

Bill To:

Please use https://vendorportal.dc.gov to register and submit invoices.

Bill To Contact: BARBARA JUMPER Contract Number: CW91648 Requester: Marc Scott

Delivery Date: Tue, 25 May, 2021

PR No.: RK181325

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Department of Forensic Sciences with SNA		each	764,423.38	Tue, 25 May, 2021	\$1.00 USD	\$764,423.38 USD
	Department of Forensic Sciences with SNA Internation	nal					
						Total	\$764,423.38 USD

Comments

COMMENT by aribasystem on 06/24/2021

The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractors profile.INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED.FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Thu, 24 Jun, 2021)

COMMENT by aribasystem on 06/24/2021
 *****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Thu, 24 Jun, 2021)

COMMENT by aribasystem on 06/24/2021
 FOB is Destination unless specified otherwise (aribasystem, Thu, 24 Jun, 2021)