

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number DCFA-2007-R-0013-001		3. Effective Date 6/6/2007		4. Requisition/Purchase Request No.	
5. Solicitation Caption Backlogged Casework for DNA Testing		6. Issued By: Office of Contracting and Procurement Group 5 441 4th Street, NW, Suite 700 South Washington, DC 20001			
Code		ABB		7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) To Prospective Offerors			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. DCFA-2007-R-0013		
			<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 6/5/2007		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) <u>27 DCMR, Chapter 36, Contract Modifications</u>					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of: The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
The above solicitation no. DCFA-2007-R-0013 located in block 9A. is modified as follows:					
A. Delete solicitation no. DCFA-2007-R-0013 and replace with the new solicitation no. DCFA-2007-R-0020					
B. The time for submission of proposals is extended to 2:00 PM, EST.					
All other terms and conditions remain unchanged!					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer SHELIA MOBLEY		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	
				16C. Date Signed 6/6/2007	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

SOLICITATION, OFFER, AND AWARD		1. Caption Backlogged Casework for DNA Testing		Page of Pages 1 35	
2. Contract Number	3. Solicitation Number DCFA-2007-R-0020	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 6/5/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group V 441, 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Attn: Anthony Berry 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 PM local time 5-Jul-07
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Anthony Berry	B. Telephone		C. E-mail Address anthony.berry@dc.gov
	(Area Code) 202	(Number) 724-4959	(Ext) n/a	

11. Table of Contents

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Sheila Mobley	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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ATTACHMENT B- PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Metropolitan Police Department (MPD), (the District) is seeking a contractor to provide DNA testing on backlogged forensic case work.

B.2 The District contemplates one (1) or multiple award (s) of a firm fixed type contract in accordance with 27 DCMR, Chapter 24.

B.3 BASE YEAR

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 0001	DNA testing on unknown subject sexual assaults cases	\$____per (ea.)	100 Cases (Approx. 4 samples per case)	\$_____

B.4 Option Year One

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 1001	DNA testing on unknown subject sexual assaults cases	\$____per (ea.)	100 Cases (Approx. 4 samples per case)	\$_____

ATTACHMENT A
Statement of Work
Backlogged Casework for DNA Testing in the
District of Columbia/ Metropolitan Department

C.1 SCOPE:

The Office of Contracting and Procurement (OCP) on behalf of the Metropolitan Police Department (MPD) is seeking a contractor to provide DNA testing on one hundred sexual assault cases to include approximately four hundred samples.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Reference material	ASCLD Laboratory Accreditation Board Manual	2005 Version
2	Reference material	FBI Standards for Forensic DNA Testing Labs	
3	Reference material	National DNA Index System (NDIS) DNA Acceptance Standards	May 4, 2005 revision (sections 4 and 6)
4	Reference material	42 USC 74132(b)(2)	
5	Reference material	42 USC 14135c	

C.1.2 DEFINITIONS

None applicable

C.2 BACKGROUND

The Metropolitan Police Department (MPD) has evidence from a number of unknown subject sexual assault cases that needs to be analyzed. This evidence is primarily sexual assaults kits and consists of approximately four specimens per kit. The MPD does not require screening for the specimens to be analyzed. Testing should be attempted on each item of evidence. The bidder is to estimate cost on a per case basis. Although some of the cases may have more and some less specimens, a case will average four specimens.

C.3 REQUIREMENTS

- C.3.1** The Contractor shall maintain their laboratory in accordance with the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD/LAB) accreditation during the entire contract period, and shall provide a copy of the accreditation certificate with their bid.
- C.3.2** The Contractor shall provide with their bid written certification of current and continuing compliance with the most recent FBI's "Standards for Forensic DNA Testing Laboratories".
- C.3.3** The Contractor shall provide with their bid a copy of its most recent external DNA audit report, the laboratory response to the audit and resolution of any quality assurance issues, and a copy of the laboratory table of organization at the time of the audit and every fifteen days after subsequent audits.
- C.3.4** The Contractor shall provide with their bid an organization chart which consists of all personnel assigned to this contract. This chart shall include the name of the technical leader, the quality manager, and all the analysts and technicians qualified to perform forensic evidence case analysis. All individuals listed must meet the definition provided in the FBI's "Quality Assurance Standards for Forensic DNA Testing Laboratories". Any personnel changes that have occurred since the most recent DNA audit must be noted.
- C.3.5** The Contractor shall provide their bid the number of forensic cases analyzed per month for the last twelve months. This summary should include the type of forensic case, the type of sample and the number of samples.
- C.3.6** The Contractor shall provide proof of participation in an external serology and DNA proficiency testing programs on a semi-annual basis [42 U.S.C.14132(b)(2)] from a test provider(s) that has/have been approved by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB).
- C.3.7** The Contractor shall provide with their bid, a summary of proficiency test records for all participating DNA analysts and technicians from January 2002 to the most recent external proficiency test. In addition, the Contract laboratory shall provide complete copies of proficiency test notes from the most recent external proficiency test demonstrating the ability to perform mixed stain analysis as required in this bid specification. Any and all documents relating to findings and corrective actions shall be included.

- C.3.8** The Contractor shall provide with their bid three references from prior clients whom can provide historical data of the Contractors experience in forensic analysis of submitted sexual assault kits of no-suspect casework contracts. References shall provide at a minimum, length of contract, number of cases submitted, completed and the percentage of cold hits to cases submitted. The Contractor shall also document per reference, the actual turnaround time with the contractual turnaround time and provide those with their bid.
- C.3.9** The Contractor shall provide with their bid, documentation describing its maximum capacity per month to perform forensic case analysis of no-suspect sexual assault kits. The Contractor shall also include the number of instruments to be utilized in performance of this contract and describe how instrument downtime will be addressed.
- C.3.10** The Contractor shall ensure all procedures and critical equipment be validated prior to the use in the analysis of the Metropolitan Police Department’s samples. All procedures must comply with the most current version of the “NDIS Standards for Acceptance of DNA Data”.
- C.3.11** The Contractor’s laboratory shall permit an inspection of the lab facility and review of relevant documents and cases. The Metropolitan Police Department reserves the right to conduct periodic inspections and audits after the contract is established to ensure continued compliance.
- C.3.12** The Contractor shall provide with their bid a copy of its Standard Operating Procedures (SOP).
- C.3.13** The Contractor shall provide with their bid a copy of its current casework procedures manual, guidelines for STR interpretation, quality assurance manual technical review procedures, and summary data outlining the number of DNA contamination occurrences and follow-up in its lab for the past 24 months.
- C.3.14** The Contractor shall acknowledges with their bid that the results of forensic DNA analyses and the comparison of analytical results are made confidential by law, and shall treat such information with due care to prevent improper disclosure. Federal law [42 U.S.C. 14135e] provides the following criminal penalty for the unauthorized disclosure or use of such DNA sample results: “A person who knowingly – (a) discloses a sample or result ... in any manner to any person not authorized to receive it; or (b) obtains, without authorization, a sample or result ... shall be fined not more than \$100,000.” The Contract laboratory shall have written policies governing access to, duplication and dissemination of all such information. The Contract Laboratory shall provide its employees with a copy of a written explanation of these confidentiality requirements before access to confidential data is permitted. A copy of a signed confidentiality statement for each employee will be maintained on file at the Contract laboratory and provided

to the COTR. Any use, sale, or offering of this data in any form by the Contract laboratory, their employees or assignees, except by valid subpoena or court order for testimony or discovery purposes, will be considered in violation of the contract.

- C.3.15** The Contractor shall not subcontract any portion of the casework sample handling, processing, analysis or reporting to any other laboratory or different location within the Contractor's laboratory.
- C.3.16** The Contractor shall allow for a minimum of five percent (5%) not exceeding ten percent (10%) blind proficiency samples for quality assurance purposes during the term of the contract. The COTR or designee will evaluate results from the blind samples. If the Contract laboratory fails to demonstrate its proficiency and ability to comply with the time constraints of the contract, the Contracting Officer may void the contract. Throughout the term of the contract the Contract laboratory will be required to present documentation of any corrective action taken to address any quality assurance issue identified by an incorrect result.
- C.3.17** The Contractor shall assure that any discrepancies detected by the Metropolitan Police Department are resolved to the satisfaction of the Metropolitan Police Department; In addition, all cases with discrepancies will be returned to the Contractor's laboratory for reanalysis at no additional cost to the District.
- C.3.18** The Contractor shall destroy all amplified DNA in routine cases where extracted DNA and/or case sample remains and when destruction is approved by written notification from the COTR or designee. If no extracted DNA or case sample remains, the amplified DNA for that sample will be returned to the Metropolitan Police Department if requested. A letter from the Contractor's laboratory will accompany the final shipment certifying that the Contractor's laboratory has returned all samples. The Contractor shall ensure all remaining PCR product must be maintained at the Contractor's laboratory at no additional expense until destruction is approved by written notification from the COTR or designee.
- C.3.19** The Contractor shall retain all logbook records, and data files used and created in the DNA testing. This includes project files, sample files, matrix files, analysis parameter files, sample sheet, injection list and log files, quality control records, personnel records, proficiency testing records, and any other documents relative to this contract throughout the contract period. The Metropolitan Police Department will have full access to and the right to examine these documents during this period.
- C.3.20** The Contractor shall be responsible for the professional quality, technical accuracy, completion and delivery of all deliverables and other services furnished by the Contractor's laboratory under this contract. The approval of deliverables furnished under this contract will not in any way relieve the Contractor's laboratory of responsibility for the technical adequacy of its work. The

Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under this contract and shall be governed by the laws of the District of Columbia and in no way will diminish any other rights that the District of Columbia may have against the Contractor's laboratory for faulty materials, equipment or work.

- C.3.21** The Contractor shall complete analysis of each shipment of forensic casework samples within sixty (60) days of receipt. Analysis is considered to include receipt of all requested electropherograms, documentation of 100% technical review by a qualified individual, a CODIS-compatible electronic upload file, and a court ready written report to include a chart of sample genotypes.
- C.3.22** The Contractor shall include an extraction reagent blank every ten samples on a tray. Exceptions to this may occur in order to keep case samples grouped together. Extraction reagent blanks will be associated with each case and run together with the samples. The location of extraction negative samples will be consistent in both analysis and data files and will be considered acceptable when primer peaks are present, but no allele peaks are present.
- C.3.23** The Contractor shall document and evaluate any incident of DNA contamination; in addition the Contractor shall contact the COTR in writing if any contamination is observed in the course of analysis of samples under this contract.
- C.3.24** The Contractor shall not consume, without the written permission from the COTR, submitted samples to the point that the samples cannot be reanalyzed.
- C.3.25** The Contractor shall attempt to analyze all samples at amelogenin and at the 13 CODIS core STR loci: FGA, vWA, D3S1358, CSF1PO, TPOX, TH01, D18S51, D21S11, D8S1179, D7S820, D13S317, D5S818, D16S539. The Contract laboratory must use Applied Biosystems AmpFlSTR kits: Profiler Plus, COfiler or Identifiler. STR results must be analyzed with Applied Biosystems PC version of GeneScan (3.1) and Genotyper (2.5) software. The Contract laboratory shall use an Applied Biosystems 310 Genetic Analyzer or 3100 Genetic Analyzer for all analyses.
- C.3.26** The Contractor shall ensure amplification reactions volumes of 25 ul and/or 50 ul.
- C.3.27** The Contractor shall provide all Genotyper electropherograms of samples, these electropherograms shall include:
- a) Genomic peaks labeled with allele designations, peak height values and fragment sizes;
 - b) GeneScan GS500 check and GeneScan 500-ROX peaks labeled with base pair sizes only.
- C.3.28** The Contractor shall return all original case evidence and packaging as well as any remaining extracted DNA and extraction blanks to the submitting laboratory.

All unused sample portions and all remaining evidentiary and reference samples, as well as extracted DNA, shall be returned to the Metropolitan Police Department along with the evidence for each case. Sample portions (cuttings, etc.) evidentiary and reference samples used to support DNA analysis conclusions, and DNA extracts shall be packaged and shipped under separate cover from all primary evidence. Contents of each shipping box shall be clearly noted in a manner that does not require the opening of any shipping box. The Contract laboratory is responsible for all costs incurred in this process. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, ensure the chain of custody remain intact, and assure prompt delivery. The shipper must guarantee the ability to track all shipments and the mode of transportation must be approved by the COTR or designee.

- C.3.29** The Contractor shall extract DNA from unsolved sexual assault case evidence, which will include at a minimum one item of evidence but not exceed six items of evidence (including reference samples) per case (work should be bid on a case rather than sample basis). A portion of these cases submitted will also contain a dried reference bloodstain, tube of reference blood or oral swab from victim.
- C.3.30** The Contractor shall perform a differential extraction on all items. STR analysis shall be conducted on both the “sperm” and “non-sperm” fractions, in addition the Contractor shall provide the results and interpretation of the analysis in a final report to the COTR.
- C.3.31** The Contractor shall ensure interpretation thresholds shall be established above 150 RFUs such that the zygosity of a sample can be readily determined.
- C.3.32** The Contractor shall ensure acceptable results fall within the linear range of the instrumentation as demonstrated in the results from the first sample shipment. The size standard must also fall within this range. An internal lane standard must be run in each lane and adequate allelic ladders must be run to demonstrate that the system is running within QC standards.
- C.3.33** The Contractor’s laboratory shall employ one negative amplification control per tray. Negative controls cannot exhibit relative fluorescence units’ values above the peak height threshold of 50RFUs.
- C.3.34** The Contractor shall employ one positive amplification control per tray.
- C.3.35** The Contractor shall perform a technical review of all analyses by a second qualified analyst, and a third analyst to perform the administration functions. This review shall be documented and provided to the COTR as part of the case note documentation for each case.

- C.3.36** The Contractor shall provide to the COTR a final report upon completion of all DNA testing but no later than September 30, 2007; consisting of all case related notes, analyses, and reports as though discovery was requested. Data shall include, but not be limited to:
- a. A copy of the complete report(s) of examination
 - b. A copy of all case notes
 - c. One write-protected CD-ROM for each case, containing:
 - i. All collection and GeneScan files pertaining to the case
 - ii. All controls (i.e.: 9947A, negative control, and reagent blank) pertaining to the case
 - d. A complete inventory of the data contained on each CD-ROM
 - e. A printout of all electronic data, demonstrating the presence/absence of primers for all negative samples (to include negative controls and negative casework samples) in each case
 - f. Documentation of the technical review by a second qualified analyst shall be provided to the Metropolitan Police Department.

- C.3.37** The Contractor shall submit with their bid a copy of their W-9 form.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant 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 November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by 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 March 2007.

- E.1** The Metropolitan Police Department's laboratory manager or designee will approve instrumentation changes in advance.

- E.2** The Metropolitan Police Department's laboratory manager or designee shall approve, in writing, all standard operating procedures/protocols in advance of any work conducted on behalf of the Metropolitan Police Department. All changes to procedures and/or protocols shall be approved in writing prior to implementation on casework.

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

The term of the contract shall commence from date of award and ending September 30, 2007.

NOTE: All testing, reports and invoices of all cases must be completed by September 30, 2007.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of one-year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two-years.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001 (C.3.36)	Final Report for each case	1	Hard copy / MS Word - refer to section C.3.36	Upon completion of all DNA testing but no later than September 30, 2007	(COTR)

SECTION G : CONTRACT ADMINISTRATION DATA**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 submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 300 Indiana Avenue, NW Room 4106
Washington, D.C. 20001
Telephone: 202-727-5298

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

LUMP SUM PAYMENT

The District will pay the full amount due the Contractor under this contract at completion and acceptance of all work; and presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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

Not Applicable

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Sheila Mobley
Office of Contracting and Procurement
Group V
Address: 441 4th Street, N.W., 700S, Washington, DC 20001
Telephone: 202-724-4757

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Lisa M. Brewer
Title: Manager, Forensic Biology Section
Agency: Metropolitan Police Department
Address: 3521 V Street, NE
Washington, D.C. 20018
Telephone: (202) 576-5221
Email: lisa.brewer@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the

Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 DISTRICT RESPONSIBILITIES

None applicable

H.9 CONTRACTOR RESPONSIBILITIES

H.9.1 Upon termination of the contract, the Contractor's laboratory shall return all samples and documents, in both electronic and paper format, to the Metropolitan Police Department (MPD).

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 November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. 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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and

associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was

acquired, including use at any District installation to which the computer may be transferred by the District;

- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

I.5.11 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.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

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

Not Applicable

I.8 INSURANCE

Not Applicable

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.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Not Applicable

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No.2005-2103 Revised 02 dated 11/07/06

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor' s Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS**

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

- _____
an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Bidder ____ has ____ has not filed all required

compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or

competitor before Contract opening unless otherwise required by law;
and

- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**L.1 METHOD OF AWARD**

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award (*single or multiple*) contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and four (4) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Request for Quotation (RFQ), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCFA-2007-R-0013; Back Log Case Work for DNA Testing".**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 pm** local time on **July 5, 2007**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS**Deliver or Mail to:**

Office of Contracting and Procurement
Procurement Administration
Bid Room/Bid Counter
441 4th Street, N.W., Suite 703 South
Washington, D.C. 20001
Attn: Mr. Anthony Berry
DCFA-2007-R-0013
Phone: (202) 724-4959

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contract Specialist. The prospective bidder shall submit questions no later than three (3) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street N.W., 700S, Washington DC 20001 at 202-724-4757, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Sheila Mobley, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Sheila Mobley, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations,

Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.