



Agenda

Greenville City Council

January 7, 2019

6:00 PM

City Hall Council Chambers

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

- I. Call Meeting To Order**
- II. Invocation - Council Member Bell**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VII. Consent Agenda

1. Minutes from the December 10, 2018 City Council workshop
2. Resolution Designating the City's Agents for FEMA Funds for Hurricane Florence
3. Authorization to submit a North Carolina Housing Finance Agency Urgent Repair Grant
4. Agreement with Bode Cellmark Forensics, Inc. for testing of Sexual Assault Kits
5. Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the Safe Routes to Schools Project
6. Contract award for the Safe Routes to Schools Project and resolution requesting concurrence in award from the North Carolina Department of Transportation
7. Resolution of Intent to Close an alleyway located on the east side of Cedar Lane and south of East Tenth Street
8. Resolution of Intent to Close an Alleyway located on the east side of East Rock Spring Road and south of East Tenth Street
9. Various tax refunds greater than \$100

VIII. New Business

10. Presentations by Boards and Commissions
 - a. Environmental Advisory Commission
 - b. Affordable Housing Loan Committee
 - c. Investment Advisory Committee
11. Council To Consider Applications for Appointment to Vacancy in the Office of Council Member for District 1
12. Budget ordinance amendment #6 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

IX. Review of January 10, 2019 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

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- Title of Item:** Minutes from the December 10, 2018 City Council workshop
- Explanation:** Proposed minutes from the City Council workshop held on December 10, 2018 are presented for review and approval
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve proposed minutes from the City Council workshop held on December 10, 2018
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ATTACHMENTS:

- ❑ **Proposed_Workshop_Minutes_December_10_2018_1096992**

PROPOSED MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, DECEMBER 10, 2018



A workshop of the Greenville City Council was held on Monday, December 10, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:10 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Kandie D. Smith (joined at 4:16 p.m.), Mayor Pro-Tem Rose Glover (joined at 4:25 p.m.), Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, Assistant City Manager Michael Cowin, Assistant City Manager Ken Wall, Administrative Assistant Valerie Shiuwegar

APPROVAL OF THE AGENDA

Council Member Will Bell made a motion to approve the agenda as presented. Council Member Rick Smiley seconded the motion and it passed unanimously.

PRESENTATION ON CRIMINAL JUSTICE INITIATIVES

Senior Resident Superior Court Judge Marvin K. Blount, III, expressed his hope that the City and County can work together on an initiative to create and implement a pre-trial release program in Pitt County.

Judge Blount stated that a pre-trial release program would allow low-risk defendants that have committed non-violent crimes to be released with supervision in lieu of bond. He stated the bond system in place to assure that defendants will appear in court. He stated that this program would benefit low-risk, non-violent offenders that are not able to afford



their bond, and it would address issues of overcrowding jails and cost. He stated that electronic supervision costs approximately \$8 a day while a stay in jail costs approximately \$90 per day.

He stated that the State's General Statute allows such a program to be created and implemented and he noted that the initiative has the support of several local agencies in Pitt County, including the District Attorney's Office, Public Defender, Sheriff's Office, Greenville Police Department, East Carolina University, and the Detention Center.

Judge Blount stated that he hopes that the City and County will work together to develop and implement the program. He invited a representative from the City Council to join a roundtable discussion on the initiative.

The City Council expressed a desire to work with County on a pre-trial initiative.

EASTERN NORTH CAROLINA FOOD COMMERCIALIZATION CENTER

Mr. Keith Purvis, Project Manager for the Eastern North Carolina (NC) Food Commercialization Center provided some information on the Center to the City Council. He stated that the Center is a project started by Ayden to incubate food companies and help small farmers diversify crops. He stated that the Center receives guidance from the U.S. Economic Development Administration (EDA).

Mr. Purvis stated that the goal is to open a 2400 sq. foot facility and eventually become the Silicon Valley of food on the east coast that will attract food companies and create jobs in the area. He stated that the EDA will provide 50% of the funding, but the Center will need to provide the remaining 50% match. He stated that the Town of Ayden had pledged support and he listed East Carolina University, Pitt Community College, NC State, and the North Carolina Department of Commerce as potential partners. Mr. Purvis stated that guidance and support from the City of Greenville would be helpful. He stated that the projected go-live date is April 2020.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROJECTS UPDATE

Mr. Jeff Cabiness and Mr. Cadmus Capeheart provided an update on North Carolina Department of Transportation (NCDOT) projects in Greenville:



- 10th Street Connector
 - 91% complete; anticipated completion date is April 2019
 - Working on landscaping throughout corridor
 - Upcoming traffic shifts around Feb. 14th street to Memorial to complete median
- Southwest Bypass
 - 75% complete; anticipated completion time is Fall 2019
 - May still have traffic changes
 - Widening underway
- Dickinson Construction Sequence
 - Will take a lot of coordination with Town Creek and 10th street project
 - Pushed back so that all three projects are not crowding each other
 - Project broken up in 7 sections; segmental projects

Mr. Cabiness stated that the City and NCDOT will have to coordinate projects to keep access available while sections are under construction. He stated Reade Street behind 9th is anticipated to be complete by April 2019.

City Manager Ann Wall noted that it will entail completely shutting down the road.

Council Member Smith asked how long the project from 14th Street – Memorial Drive will take.

Mr. Capeheart stated that all of the sections except for Section 4 are set up for 90-day closures. Retention walls on Memorial will be a couple of feet on the business side and 3 ft. – 4 ft. on the road side.

NCDOT staff listed several projects in development:



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Projects In Development

- **Evans St/Old Tar Rd (U-2817)**
 - \$53,600,000 approximate total cost
 - Widening from Greenville Blvd to Worthington Rd/Cooper St
 - Design currently ~65% complete – ROW winter 2019, Construction spring 2021
- **Allen Rd (U-5875)**
 - \$28,390,000 approximate total cost
 - Widening from Greenville Blvd to Stantonsburg Rd
 - ROW has begun, Construction summer 2021
 - Alignment shifts widening to east

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Projects in Development

- **Firetower Rd / Portertown Rd U-5785/U-5870**
 - \$53,300,000 approximate total cost
 - Widening on Portertown and Firetower from NC 33 (10th St) to NC 43 (Charles Blvd), extended for intersection improvements past Arlington Blvd
 - Design currently ~ 85% complete – Spring 2019 Fall 2020
- **14th Street U-5917**
 - \$12,500,000 approximate total cost
 - Widening from Red Banks Blvd to Firetower Rd
 - Design currently ~ 65% complete – ROW summer 2019 Construction summer 2021
 - Revised alignment reduced to 2 lane section with median controlled turns, bike lanes, sidewalks and intersection improvements.

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Projects In Development

- **Charles Blvd – NC43 (U-5991)**
 - \$31,000,000 approximate total cost
 - Widening from Firetower Rd to Worthington Rd
 - 4 lane section with a median
 - Design currently ~ 15% complete
 - ROW summer 2021, Construction summer 2023
 - Public Meeting tentatively scheduled for spring 2019
- **West 5th St NC 43 at Memorial (U-5730)**
 - \$2,200,000 Approximate total cost
 - Upgrade intersection at US 13 (Memorial Drive) and NC 43 (West 5th Street), adding a turn-lane in the SW quadrant of the intersection
 - Currently in ROW phase, Construction Summer 2019

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Projects In Development

- **Tar River Bridge(B-4786)**
 - \$8,000,000 approximate total cost
 - Bridge replacement of NB Bridge on US13 Memorial Blvd
 - Construction winter 2020 after SW Bypass opens
 - On Site Detour during construction with west side bridge reduced to 2 lanes

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Upcoming Projects

- 10th Street resurfacing from Evans St to Greenville Blvd. anticipated start date Spring 2019- night work 7p-6a
- Bridge preservation project (4 bridges) on US 13/NC 11, available 12/28/18 with a completion date of 4/27/19

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ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously. Mayor Connely adjourned the meeting at 5:46 p.m.

Prepared by:
Valerie P. Shiuwegar
Administrative Assistant

Respectfully submitted,

Carol Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Resolution Designating the City's Agents for FEMA Funds for Hurricane Florence

Explanation: **Abstract:** In order to file for reimbursement through the Federal Emergency Management Agency (FEMA) for Hurricane Florence related expenses, the City must designate agents to apply for funds. A resolution is attached naming those agents.

Explanation: On September 14, 2018, the President of the United States made a Public Assistance Disaster Declaration regarding Hurricane Florence for multiple counties in North Carolina, including Pitt County. This action opened the door for federal disaster aid to the City through the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), to be made available to supplement state and local efforts in the affected area. These funds can be used to assist with the emergency work related to preparing for and responding to the event, and the permanent work needed to repair public infrastructure.

To apply for these funds, the City of Greenville must designate a Primary and Secondary Applicant's Agent. FEMA and the North Carolina Department of Emergency Management have requested that the individuals be able to respond directly to questions and gather all necessary paperwork for a successful application process.

Fiscal Note: The City is planning to submit \$591,209 to FEMA for Hurricane Florence assistance based on actual estimated cost to the City.

Recommendation: City Council approve the attached resolution designating Ann E. Wall (City Manager) as Primary Agent, and Byron Hayes (Financial Services Director) as Secondary Agent to facilitate this application for FEMA funds.

ATTACHMENTS:

- ☐ **Resolution_Designating_Agents_for_Hurricane_Florence_Funds_1096671**
- ☐ **FEMA_ADA_Agreement_1096672**

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
 North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) City of Greenville	Disaster Number: FEMA-4393DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): NC Dept. of Public Safety, Division of Emergency Management	
Applicant's Fiscal Year (FY) Start Month: 07 Day: 01	
Applicant's Federal Employer's Identification Number 56 - 6000229	
Applicant's Federal Information Processing Standards (FIPS) Number NC - 37147 -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Ann E. Wall	Agent's Name Byron Hayes
Organization City of Greenville	Organization City of Greenville
Official Position City Manager	Official Position Financial Services Director
Mailing Address P.O. Box 7207 <input type="checkbox"/>	Mailing Address P.O. Box 7207 <input type="checkbox"/>
City, State, Zip Greenville, NC 27835	City, State, Zip Greenville, NC 27835
Daytime Telephone (252) 329-4432	Daytime Telephone (252) 329-4443
Facsimile Number (252) 329-4435	Facsimile Number (252) 329-4074
Pager or Cellular Number	Pager or Cellular Number (252) 493-1817

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title P.J. Connelly, Mayor	Name Carol L. Barwick
Name and Title Rose Glover, Mayor Pro-Tem	Official Position City Clerk
Name and Title	Daytime Telephone (252) 329-4422

CERTIFICATION

I, Carol L. Barwick, (Name) duly appointed and City Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of City of Greenville, NC (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



**North Carolina Department of Public Safety
Division of Emergency Management**

APPLICANT: City of Greenville DISASTER: Hurricane Florence
FEMA- 4393-DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management (“the State”) and City of Greenville (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called Hurricane Florence, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4393 - DR-NC.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant’s governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

Date

56-6000229
Applicant's Federal Tax I.D.
Number (required)

BY: _____

Signature

Ann E. Wall

Typed Name

City Manager

Title

FOR THE STATE:

Date

BY: _____

Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

City of Greenville
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager
APPLICANT ORGANIZATION City of Greenville	DATE SUBMITTED



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Authorization to submit a North Carolina Housing Finance Agency Urgent Repair Grant

Explanation: **Abstract:** Community Development Housing Division staff seeks to apply for the North Carolina Housing Finance Agency Urgent Repair Grant in the amount of \$50,000. This funding will support home repairs for low-income seniors within the city.

Explanation: The North Carolina Housing Finance Agency (NCHFA) has issued a Notice of Funds Available for Urgent Repair Grants for 2019. The competitive grant is to provide assistance to low and very low income homeowners who have a household member who is elderly, disabled, a veteran, or under the age of 6 years old with elevated lead levels. The maximum household income is 50% of area median income adjusted for household size.

The maximum grant is \$50,000 for a period of 18 months. The grant amount covers hard and soft costs. The grant application does not define a minimum match percentage; however, the match amount is for hard costs only.

The City is currently completing its second \$50,000 award from NCHFA and using the GUC Energy Efficiency Grant as a match. This grant is an opportunity to help homeowners who are not eligible to use our federal funds.

The grant application is due by January 28, 2019.

Fiscal Note: Requesting \$50,000 with a 10% match utilizing Energy Efficiency funds from Greenville Utilities. A non-refundable application fee of \$75 is required.

Recommendation: Staff is recommending that the City pursue this grant opportunity for \$50,000 with a 10% match.



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Agreement with Bode Cellmark Forensics, Inc. for testing of Sexual Assault Kits

Explanation: **Abstract:** In September 2016, the Greenville Police Department (GPD) was awarded a grant from the US Department of Justice for testing sexual assault kits. Due to bidding requirements, GPD had to complete a new bidding process for the testing facility, and Bode Cellmark Forensics, Inc. was selected as the vendor.

Explanation: In November 2016, City Council approved GPD's acceptance of a grant from the U. S. Department of Justice for the sexual assault kit initiative. GPD received \$219,496 through the grant. Covered expenses included hiring a part-time coordinator to submit the untested kits to the lab, cost of testing the kits, and other training/travel expenses that may be incurred. A part-time coordinator was hired in September 2017, and 74 cases have been submitted for testing.

Earlier this year, the U. S. Department of Justice advised GPD to rebid to find a lab to test the remaining kits. Following a due diligence bid process, as required by the City of Greenville Financial Services Department, Bode Cellmark Forensics, Inc. was selected as the vendor to conduct the testing of the remaining kits. There are 206 kits remaining to be tested at a cost of \$695 per kit or \$143,170. Sufficient funding exists in the remaining grant funds to cover this expense.

A copy of the agreement is attached for review.

Fiscal Note: The estimated cost to test the remaining kits is \$143,170, and sufficient grant funding is available to cover the cost.

Recommendation: Staff recommends entering into an agreement with Bode Cellmark Forensics, Inc. to complete testing of the sexual assault kits.

ATTACHMENTS:

- ❑ **COG-Bode_Cellmark_Forensics,_Inc.--Laboratory_Services_Agreement_1094631**
- ❑ **Exhibit 1**
- ❑ **COG-Bode_Cellmark_Forensics,_Inc.--Laboratory_Services_Agreement--EXHIBIT_2_1094630**
- ❑ **COG--Additional_Contract_Terms_and_Signature_Page--
Federal_Uniform_Guidance__UG__Compliant_1085489**

LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICES AGREEMENT (“Agreement”) is made and entered into on the _____ day of _____, 20____, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”) and Bode Cellmark Forensics, Inc., a Delaware corporation duly authorized to conduct business in the State of North Carolina and a wholly-owned subsidiary of Laboratory Corporation of America Holdings (“Bode Cellmark”) (individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Bode Cellmark is engaged in the business of providing forensic testing services; and

WHEREAS, the City desires to contract with Bode Cellmark to provide forensic testing services for the City, and Bode Cellmark desires to provide the services described herein,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall have an initial term of one (1) year (“Initial Term”) with the option to be renewed for additional one (1) year periods (“Renewal Term”) if modified in writing signed by authorized representatives of both Parties.

2. **Termination:**

A. Termination without Cause; Termination for Convenience. In accordance with Section 12 herein, this Agreement may be terminated by either Party at any time for any reason upon a thirty (30) day prior written notice to the other Party in accordance with Section 12 herein.

B. Termination with Cause; Termination for Breach. In accordance with Section 12 herein, either Party may terminate this Agreement upon such Party’s determination that the other Party has breached a material term or condition of this Agreement (a “Material Breach”) but only if such Party alleging the Material Breach delivers to the alleged breaching Party a written notice (a “Breach Notice”), setting forth, in reasonable detail, the basis of the Material Breach(es) alleged and demanding that such Material Breach(es) be cured within thirty (30) days (the “Cure Period”). The recipient of a Breach Notice may, by subsequent written notice, (i) extend the Cure Period for a reasonable period, not exceeding an additional thirty (30) days, provided that such recipient is diligently, and in good faith, seeking to cure

the Material Breach(es) or (ii) may contest the existence and/or validity of Material Breach alleged (a “Contest Notice”). Upon a Party’s receipt of a Contest Notice, the affected Party shall for a period of thirty (30) days thereafter (the “Resolution Period”) seek to resolve the dispute in good faith. If such resolution is not reached during the Resolution Period, this Agreement may be terminated for cause and/or the affected Parties may petition a Proper Court (hereafter defined) for judicial resolution of the dispute.

3. **Testing Services:** Bode Cellmark agrees to perform such forensic testing services for the City as are ordered by the City during the term (hereinafter “Services”). **Such Services shall include those listed in Bode Cellmark’s response to RFP 18-19-12, submitted on October 2, 2018 and hereby incorporated into this Agreement,** attached hereto as **Exhibit 1**. The services may be further modified by written agreement by the Parties.

4. **Fees:** Bode Cellmark agrees to charge, and the City agrees to pay (to the extent responsible for payment), for all laboratory testing and other services provided under this Agreement, in the manner and in the amounts set forth in **Exhibit 2** (attached hereto).

5. **Billing:** Bode Cellmark will submit to the City on or about the fifteenth (15th) day of each month an itemized statement of services rendered to the City by Bode Cellmark for the prior month, and the City agrees to remit payment to Bode Cellmark upon receipt of said statement. Failure to remit payment within thirty (30) days of receipt of statement may result, among other remedies available to Bode Cellmark, in the loss or reduction of the City’s special prices on future services or discontinuation of service. Nothing in the foregoing provision shall serve to waive any rights or remedies available to Bode Cellmark with respect to its providing of services to the City. If Bode Cellmark is compelled to bring suit to collect amounts due hereunder, it shall also be entitled to recover interest on amounts due and reasonable attorney’s fees and costs of suit incurred in connection with the action.

6. **Accreditation of Testing Sites:** Testing performed by Bode Cellmark hereunder shall be performed at its forensic testing facility located in Lorton, Virginia. The facility is and shall remain a duly licensed clinical laboratory under applicable federal, state, and municipal law. Current accreditations and licenses for the facility are available without fee to the City upon request.

7. **Prevention of Fraud, Waste, and Abuse:** The terms of this Agreement are intended to be in compliance with all federal, state, and local statutes, regulations, and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations (“HIPAA”), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act, and State False Claims Acts, and associated whistleblower protections. Bode Cellmark has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies, or materials provided to Bode Cellmark are in accordance with the requirements of the applicable federal and state laws.

8. **Change in Law or Regulation:** Should either Party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating Bode Cellmark for Services performed for the City, or would materially increase the cost of Bode Cellmark's performance hereunder, the Parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.

9. **Non-Assignability:** This Agreement shall not be assigned, delegated, or transferred by either Party without the written consent of the other Party. A merger or corporate reorganization shall not be considered as assignment requiring written consent, however, Bode Cellmark shall notify the City of any merger or corporate reorganization within sixty (60) days of such merger or corporate reorganization.

10. **Insurance:**

A. Bode Cellmark agrees to secure, carry, and maintain at its sole expense, insurance coverage with an A.M. Best Rating of A-VII or better for all obligations, operations, and deliveries pursuant to this Agreement. The City shall be named as an additional insured.

B. All insurance companies must be admitted to do business in North Carolina. If the insurance company(s) is/are a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. Bode Cellmark shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

C. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

D. The City's review or acceptance of Certificates of Insurance shall not relieve Bode Cellmark of any requirement to provide the specific insurance coverages set forth in the Agreement nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

E. Bode Cellmark agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements—a certificate reflecting the following minimum coverages shall accompany this Agreement:

1) **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City, 200 West Fifth Street, Greenville, NC 27834, must be added as an additional insured.

2) **Professional Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

3) **Workers' Compensation Insurance:**

Bode Cellmark shall furnish a Certificate of Insurance for Workers' Compensation for all of Bode Cellmark's employees subject to the North Carolina Workers' Compensation Act.

Limits:

Workers' Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
Bodily Injury by Disease \$1,000,000 policy limit.
Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers' Compensation must include all employees.

F. **Bode Cellmark's Personal Property:** Bode Cellmark shall bear the risk of loss and the City will not be responsible for any of Bode Cellmark's property which may be destroyed or damaged during any obligations, operations, or deliveries by Bode Cellmark.

G. **Cargo Liability:** Bode Cellmark shall bear the risk of loss covering shipments until fully and completely delivered to City.

H. **Cyber:** The City will not be responsible for providing Bode Cellmark any cybersecurity or related coverage.

I. **Crime:** The City will not be held responsible for any theft, embezzlement for acts of theft, dishonesty, robbery, disappearance, destruction, or losses related to obligations, operations, or deliveries related to this Agreement. Bode Cellmark shall obtain adequate commercial crime insurance coverage.

11. **Indemnification and Hold Harmless Agreement:** To the fullest extent permitted by law, Bode Cellmark shall indemnify, hold harmless, and defend the City, its elected officials, employees, agents, volunteers, and consultants against **any** third party claims of any nature or kind, including, but not limited to, costs and expenses for or on account of any and all causes of action or claims of any character whatsoever arising out of, or alleged to arise from, Bode Cellmark's performance of this Agreement or in any way arising out of or **in connection with** any of the operations, deliveries, performance, or obligations of Bode Cellmark under this Agreement, including, but not limited to, any said operations, deliveries, or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, which is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of Bode Cellmark or anyone directly or indirectly employed by it or anyone for whose acts Bode Cellmark may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder and all claims relating in any way to services described in this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a Party or person described in this paragraph. Furthermore, Bode Cellmark holds the City harmless and indemnifies the City from any breach, fines, or penalties, ransomware, or any other first or third-party claims that arise in any way from this Agreement. For purposes of this paragraph (Section 9), third party shall mean any person or entity that is not a Party to this Agreement. Notwithstanding the foregoing, Bode Cellmark shall not be required to indemnify, hold harmless, or defend the City, its elected officials, employees, agents, volunteers, or consultants to the extent any liability, cost, expense, or claim is solely caused by the negligence or willful misconduct of the City, its elected officials, employees, agents, volunteers or consultants.

12. **Notices:** Any notice required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by certified or registered mail or by express delivery service (such as Federal Express) to the addresses below:

For Bode Cellmark:

Bode Cellmark Forensics, Inc.
Attn: Contract Department
10430 Furnace Rd, Suite 107
Lorton, VA 22079

With a copy to:

Laboratory Corporation of America
Holdings
Attn: Law Department
531 South Spring Street
Burlington, NC 27215

For the City:

City of Greenville
Attn: Denisha Harris
200 West Fifth Street
P.O. Box 7207
Greenville, NC 27835

With a copy to:

City of Greenville
Attn: City Attorney
200 West Fifth Street
P.O. Box 7207
Greenville, NC 27835

13. **Independent Relationship:** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the agent, employer, or representative of the other.

14. **Force Majeure:** The Parties shall not be liable for any claims or damages and shall be excused for such claims, damages, failures, and delays in the performance of their obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of either of the Parties including, without limitation, acts of God such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage, or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials.

15. **Warranty:** **BODE CELLMARK WARRANTS TO THE CITY THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED FORENSIC TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY BODE CELLMARK. IN NO EVENT SHALL EITHER PARTY BE HELD RESPONSIBLE FOR PUNITIVE DAMAGES, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) INCURRED BY THE OTHER PARTY OR OF ANY THIRD PARTY.**

16. **Benefit:** This Agreement is intended to inure only to the benefit of the Parties. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

17. **Nondiscrimination:** All services provided by Bode Cellmark herein shall be in compliance with all applicable federal and state laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, or veteran status.

18. **Enforceability/Severance Clause:** The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.

19. **Integration:** Except as otherwise stated herein, this Agreement is intended by the Parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The Parties shall not be bound by any representation, promise, or inducement made by either Party or agent of either Party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in this Agreement shall control.

20. **Waiver:** No course or dealing between the Parties or any delay on the part of the Parties in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of the Parties hereunder, and no express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

21. **Modification:** This Agreement may not be modified except in writing signed by authorized representatives of both Parties. Any purchase order or other document issued by the City with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions herein, and the terms and conditions of this Agreement shall supersede any conflicting, different, or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.

22. **Use of Name:** Each Party acknowledges that the other Party has either a proprietary or general interest in its name and reputation. Therefore, each Party agrees that it shall not use the other's name nor shall either Party mention or describe this Agreement or its relationship with the other Party in any press release, advertising, marketing, or promotional materials, or other publications or materials without first obtaining the prior written approval from the other Party.

23. **Binding Effect:** This Agreement shall be binding upon the Parties, and their successors in interest.

24. **Applicable Law; Disputes:** This Agreement shall be deemed made in Pitt County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. A Party to this Agreement shall not commence legal proceeding against the other Party to this Agreement for breach or any other legal claim associated with or arising out of this Agreement except before first bringing the alleged breach or problem to the other Party's attention in writing and seeking a good faith resolution of the dispute.

25. **Agent for Service of Process:** Agent for Service of Process means every person now or hereafter appointed by Bode Cellmark to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, Bode Cellmark agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. Bode Cellmark will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to Bode Cellmark. This section does not apply while Bode Cellmark maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State and such registered agent can be found with due diligence at the registered office.

26. **Attachments:** This Agreement, including the following Attachments hereto in their entirety, which are fully incorporated herein, contains all the obligations, terms, and conditions agreed upon by the Parties. Any written representation covering such matters as reliability of the item(s) subject to this Agreement, the experience of other users, or warranties of performance shall be incorporated by reference into this Agreement. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

- A. **Exhibit 1**— Bode Cellmark's response to RFP 18-19-12, submitted on October 2, 2018 (In Response to City of Greenville North Carolina Police Department Request for Proposal 18-19-12 for DNA Analysis for Testing of Sexual Assault Kits) dated October 2, 2018 (107 pages)
- B. **Exhibit 2**—Pricing. (one page).
- C. **Exhibit 3**—City of Greenville Additional Contract Terms and Conditions and Signature Page (which includes Uniform Guidance ("UG") Required Contract Provisions) (four pages).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

BODE CELLMARK FORENSICS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

[Signatures Continue on Next Page]

CITY OF GREENVILLE

By: _____

Print Name: Ann E. Wall

Title: City Manager

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Byron Hayes, Director of Financial Services

Date: _____

Account Number: _____

Project Code (if applicable) _____

IN RESPONSE TO

**City of Greenville
North Carolina Police Department**

Request for Proposal 18-19-12

For

DNA Analysis for Testing of Sexual Assault Kits

Due Date: October 2, 2018



.....
LabCorp Specialty Testing Group

Contact: Jessica Danso

Email: contracts@bodetech.com

Phone: (703) 646-9875, Fax: (703) 646-9741



10430 Furnace Road, Suite 107
Lorton, VA 22079
Phone: (703) 646-9875
Fax: (703) 646-9741

Cover Letter

September 28, 2018

Denisha Harris, Financial Services Manager
City of Greenville, Purchasing Division
201 West 5th Street
Greenville, NC 27858

Re: Request for Proposals – DNA Analysis for Testing of Sexual Assault Kits

Dear Ms. Harris:

Bode Cellmark Forensics, Inc. (Bode Cellmark) would like to thank the City of Greenville, North Carolina Police Department (City) for the opportunity to submit this proposal in response to the Request for Proposals (RFP) 18-19-12 entitled *DNA Analysis for Testing of Sexual Assault Kits*. Bode Cellmark understands the City is seeking proposals from established and accredited forensic DNA laboratories with experience in sexual assault kit backlog reduction to provide DNA analysis services for the City. Bode Cellmark possesses the experience and necessary resources (personal and financial) to initiate and complete this project and will do so on time and on budget.

The primary point of contact for this proposal and any resulting Contract will be:

Jessica Danso, Contract Administrator
Phone: (703) 646-9875
Btcontracts@LabCorp.com

Bode Cellmark is committed to making a positive contribution to society by using science responsibly and ethically to help create a safer and more secure world, and to advance the cause of justice and human identification through the use of technologically advanced services and products.

Innovation and the advancement of science in the field of forensic identification is at the heart of everything that Bode Cellmark does, and Bode Cellmark strives to continue to be a leader in conducting research and development in the areas of human identification and related advanced technologies.

The City can expect Bode Cellmark to meet or exceed the unique requirements outlined in the RFP and in doing so, we are confident that they will continue to find Bode Cellmark to be a trusted resource.

Bode Cellmark accepts the terms and conditions and technical specifications as outlined in the RFP with the exception of those modifications requested and granted by the City via Addendum #1. Bode Cellmark acknowledges receipt of Addendum #1, dated September 25, 2018.

I am authorized to sign this proposal and legally bind Bode Cellmark to a subsequent contractual relationship. We trust that the above information as well as our proposal will enable you to favorably evaluate the services Bode Cellmark has to offer. Thank you for your consideration.

Sincerely,



Mike Cariola
General Manager
Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton, VA 22079
Office Phone: (703) 646-9876
E-mail Address: Mike.Cariola@bodetech.com

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Bode Cellmark Forensics Background and Experience

Bode Cellmark understands that the City is seeking assistance with the processing of approximately 200 sexual assault kits (SAKs) and that the kits may have been collected over twenty-six (26) years ago. Bode Cellmark Forensics (Bode Cellmark) is a premier forensic DNA testing laboratory with years of experiencing preventing and eliminating casework backlogs and overflow processing for our clients. Bode Cellmark is experienced managing multi-jurisdictional projects and has expertise testing aged and challenged samples and cases. Bode Cellmark's experts will deliver all services required in a timely manner to meet the objectives of the City. Bode Cellmark has all of the necessary human resources and technical assets to process these SAKs. Bode Cellmark certifies that the results will be issued to the City within forty (40) business days of SAK shipment receipt.

Bode Cellmark has successfully and consistently provided quality results when performing sexual assault kit testing. This is demonstrated by Bode Cellmark's long, extensive history of providing sexual assault kit testing services to City and State crime laboratories with similar scopes of work as requested by the City. As the current provider of SAK testing services for North Carolina State Crime Lab (NCSCCL), Bode Cellmark understands the needs of the City and has established a streamlined process with the NCSCCL for submission and return of sexual assault kits as well as approved technical specifications, reporting guidelines and established communication channels with the NCSCCL.

In total, Bode Cellmark's- Virginia laboratory (formerly The Bode Technology Group, Inc.) has over twenty-one (21) years of demonstrated high throughput and backlog reduction capabilities for forensic casework DNA analysis. This includes completing forensic cases for every U.S. state and over fifteen countries, which contain crime scene evidence and suspect/victim reference samples, and have been processed using STR, mini-STR, Y-STR, and mitochondrial DNA testing as well as male DNA screening and screening for potential biological fluids. Bode Cellmark began forensic DNA casework analysis in 1996 in both nuclear (STR) and mitochondrial DNA, Y-STR testing in 2004, and has been providing biological fluid screening since 2001.

Bode Cellmark strives to simplify the outsourcing process and create a streamlined solution for the most efficient processing of cases. Bode Cellmark works with agencies to meet all technical

Immediate positive impact on City of Greenville, North Carolina Police Department:

- 20-year history of demonstrated technical experience and advancements in the field of forensic identifications
- Staffed with highly qualified and skilled experts who provide forensic services simultaneously to over fifty (50) agencies/ jurisdictions worldwide
- Unsurpassed forensic casework experience having completed 85,000 forensic cases in the last ten (10) years along that includes specialized approaches to case examination strategies and various STR, Y-STR, mitochondrial DNA processing techniques
- Proven track record of implementing highly efficient, cost saving operational strategies for DNA laboratory systems

requirements and is mindful of budgetary and timing constraints associated with each project based on experience performing large scale sexual assault kit testing projects in the most cost effective and efficient manner. Bode Cellmark aims to provide outstanding customer service, making available any technical or sales staff required to meet the needs of the City. As such, Bode Cellmark is committed to client satisfaction and will work with the City to develop a process flow to lessen the

- Streamlined process flow: high-throughput robotic instrumentation reduces sample handling and increases efficiency
- Pioneered "Direct-to-DNA": a male DNA screening approach to testing sexual assault kits
- Extraction improvements: developed a DNase extraction procedure to add in differential separation, reducing female contribution in the sperm fraction
- Processed over 85,000 sexual assault kits

burden on the City and resulting submitting agencies. As demonstrated in this response, Bode Cellmark possesses the management and technical expertise required to meet the needs of the City.

Overall, Bode Cellmark embraces a culture and philosophy necessary for the successful, quality forensic examination of evidence, which spans from initiation of chain of custody to production of final reports and identifications. Bode Cellmark is embedded with a culture of forensic science excellence, and has an unsurpassed reputation in the forensic community with experience operating under regulatory

requirements.

Therefore, Bode Cellmark's extensive experience in forensics provides numerous advantages to the City. Specifically, Bode Cellmark's Virginia Laboratory has:

- Provided services to over 200 crime laboratories and law enforcement agencies including over 50 agencies/jurisdictions simultaneously;
- Approximately 140 scientists, with a separate team of over forty-seven (47) analysts dedicated to forensic casework;
- Unsurpassed forensic casework experience with specialized teams of qualified analysts dedicated to the screening of unscreened evidence and/or processing of screened evidence from sexual assault, homicide, kidnapping and property crime cases;
- Delivered over 145,000 forensic cases to local, state, and federal agencies to include over 85,000 sexual assault kits;
- A fully integrated Laboratory Information Management System (LIMS) for sample tracking, ensuring sample integrity and chain of custody; and

Bode Cellmark currently processes more than 2,000 sexual assault kits per month for our clients across the country

- A commitment to generating scientifically accurate results by striving to exceed the FBI's *Quality Assurance Standards for Forensic DNA Testing Laboratories*, ISO/IEC 17025, and supplemental standards from the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD/LAB-*International* program). The certificate of accreditation has been provided as **Attachment ONE**.

Staffing Capacity

1. Staffing Capacity (30 points) - The Vendor selected must have the capacity to handle all samples submitted, begin work immediately upon their receipt, and provide a reasonable and efficient turnaround time. In its proposal, Vendor must describe previous experience with processing these kits from state or local crime laboratories. Vendor must include key DNA contact persons from previous or existing crime laboratory customers. They must also describe the maximum average number of monthly kit submissions they can process and provide test results back to the City of Greenville Contract Administrator, within a 30 day or 60 day time frame. Vendor must also provide resumes or employment summaries of all Vendor staff that will be processing submitted sexual assault kits. These resumes or employment summaries will be critical to the evaluation of staffing capacity and the expected quality of laboratory analysis activities. (See Section 6.3)

Bode Cellmark has the capacity to handle all samples submitted, to begin work immediately upon their receipt, and provide a reasonable and efficient turnaround time of forty (40) business days. The average number of monthly kit submissions that Bode Cellmark can process and provide test results back to the City within forty (40) days is seventy-five (75) kits per month. However, Bode Cellmark can ramp up the monthly volumes if needed. In total, Bode Cellmark is currently testing over 2,000 sexual assault kits per month for various state or local crime laboratory customers.

Bode Cellmark has extensive experience providing similar services with similar technical specifications to other state and local crime laboratories. Bode Cellmark validated PowerPlex Fusion 6C on both the 3130 and 3500 platforms in 2016 and has experience using this kit on over 8,600 cases and 55,000 databasing samples.

In terms of experience completing large scale backlogged sexual assault kits, Bode Cellmark has successfully completed over 45,000 kits in the past five years alone. Below are some examples of recent sexual assault kit projects Bode Cellmark has successfully performed on using a direct-to-DNA approach with Y-screening and PowerPlex Fusion 6C chemistry.

- For the State of North Carolina, Bode Cellmark has tested over 200 kits since February 2018.
- For the State of Wisconsin, Bode Cellmark tested approximately 3,400 sexual assault kits in just over a year and met the delivery deadline of August 2018. Monthly reporting volumes ramped from approximately 50 kits up to over 350 kits reported per month and all kits were tested using PowerPlex Fusion 6C.
- For the State of Delaware, Bode Cellmark has tested approximately 800 sexual assault kits using PowerPlex Fusion 6C since May 2017.
- For the State of Connecticut, Bode Cellmark has tested approximately 500 sexual assault kits using PowerPlex Fusion 6C since January 2017.
- For Alameda County, CA, Bode Cellmark has tested over 850 sexual assault kits since January 2017 and is currently using PowerPlex Fusion6C on this project.

Bode Cellmark has a long history of providing sexual assault case/kit backlog reduction services to City and State crime laboratories, most notably in helping the New York City Police Department to eliminate

their backlog of over 17,000 unanalyzed kits, and having performed analysis for over 10,000 kits for the City of Los Angeles, 2,000 kits for the Baltimore City Police Department, over 4,000 kits for the Michigan State Police on behalf of the Detroit Police Department, and over 4,200 kits for the Houston Police Department. For these agencies, Bode Cellmark regularly provides screening for male biological materials, including presumptive, confirmatory and Y-chromosome marker screening tests (direct-to DNA).

In 2009-2010, Bode Cellmark worked with the Los Angeles Police Department and Los Angeles County Sheriff's Department to process a majority of their sexual assault kit backlog in two (2) years using a male screening approach with the Applied Biosystems' Quantifiler Duo Quantification kit to screen kits for male DNA. By receiving consistent case deliveries from the agencies, Bode Cellmark was able to process between 250-400 cases per month.

Bode Cellmark developed a project plan to process 5,000 sexual assault kits in one year and successfully ramped up to reporting 500 cases/month by month six of contract award.

In 2013, Bode Cellmark worked with the Houston Police Department (HPD) to develop a project plan to process 5,000 sexual assault kits in one year. Bode Cellmark ramped up to meet this surge in capacity and recommended the following strategies: implement a Y-marker screen approach, amplify the most probative, male positive sample, scale monthly targets, and simplify review of Bode Cellmark data. By receiving the majority of the cases at the start of the project, Bode Cellmark was able to report 500 cases per month within six (6) months of

Contract award, and report case data back to HPD every thirty (30) days. Case data was batched by results where negative/non-foreign profile developed cases or foreign profile developed cases were separated to allow HPD to concentrate on reviewing the most probative data first.

Since 2015, Bode Cellmark has been actively working on solutions that have allowed operations to ramp up to processing more than 20,000 sexual assault kits in one year. Solutions include the introduction of automated solutions for extraction that increase throughput and improve the quality of data for review.

Bode Cellmark will report more than 20,000 sexual assault cases in 2018

For larger projects, Bode Cellmark understands how to ramp up to achieve customer requirements or to increase capacity in the event of any potential delays, and will implement appropriate measures to ensure the SAK backlog can be completed in the required timeframe. Bode Cellmark's management has the flexibility to implement overtime options; add additional shifts to maximize equipment usage; cross-train or transfer technical staff from other operations teams to support the casework group; and hire additional personnel. Bode Cellmark operates a 24-hour facility with analysts and technologists having access to the building at all times during the week and on weekends. In addition, Bode Cellmark has an established training program and a full-time Training Program Manager, which enables Bode Cellmark to effectively provide any necessary training for additional qualified support to the project if needed.

Overall, Bode Cellmark embraces a culture and philosophy necessary for the successful, quality forensic examination of evidence, which spans from initiation of chain of custody to production of final reports and identifications. Bode Cellmark is embedded with a culture of forensic science excellence, and has an unsurpassed reputation in the forensic community with experience operating under regulatory requirements.

Bode Cellmark currently employs approximately forty-seven (47) forensic DNA analysts dedicated solely to the processing of samples for forensic casework projects and customized case submissions. All Bode Cellmark staff are located at the Bode Cellmark laboratory facility located in Lorton, Virginia. Bode Cellmark will not utilize subcontractors for aspect of this project. Statements of Qualifications (resumes) including each proposed staff's experience, educational background and certifications/accreditations are available in **Attachment TWO**. As demonstrated below, Bode Cellmark offers highly experienced experts for this project including the following key managerial personnel:

- Erin Sweeney, Laboratory Director, manages full laboratory operations, assures adequate lab staffing and equipment, drives applied research implementation of new techniques and services, and assures timely completion of work. Ms. Sweeney has more than 12.5 years of experience in high-throughput DNA sample processing and analysis and has directed both its Databanking

Bode Cellmark has provided support to:

- Baltimore City Police Department
- Bensalem Police
- Detroit Police Dep Department
- Bureau of Alcohol, Tobacco, & Firearm
- California Department of Justice
- Colorado Bureau of Investigations
- Connecticut Division of Scientific Services
- Denver Police Department
- Delaware OCMEartment
- DC Department of Forensic Sciences
- Fairfax Police Department
- Federal Bureau of Investigation
- Florida Department of Law Enforcement
- Georgia Bureau of Investigation
- Harris County DA Office, TX
- Houston Police Department
- Indiana State Police
- Kansas Bureau of Investigation
- Kansas City Police Department
- Los Angeles Police Department, CA
- Los Angeles County Sheriff's Department, CA
- Louisiana State Police
- Maryland State Police
- Massachusetts State Police
- Memphis Police Department
- Miami Dade Police Department
- Michigan State Police
- Mississippi Crime Laboratory
- Montgomery County Sheriff's Office, TX
- Naval Criminal Investigative Service
- New Mexico DNA Identification System
- New York OCME
- New York City Police Department
- New York State Police
- North Carolina State Bureau of Investigation
- Oklahoma State Bureau of Investigation
- Oregon State Police
- Palm Beach County Sheriff's Office
- Pennsylvania State Police
- Philadelphia Police Department
- Portland Police Department
- Rhode Island Department of Health
- San Diego Sheriff's Department, CA
- South Carolina Law Enforcement Division
- Tennessee Bureau of Investigation
- Texas Department of Public Safety
- Tucson Police Department
- Utah Bureau of Forensic Services
- Virginia Department of Forensic Sciences
- Wisconsin Department of Justice

team, which was responsible for processing more than 1.5 million offender databasing samples, and its Human Identification team, which is responsible for the DNA testing of skeletal remains and family reference samples for the identification of missing persons and victims of war, terrorism, and natural disasters in the United States and around the world. Ms. Sweeney holds a Bachelor of Science degree in molecular and cell biology from the University of Connecticut and a Master of Science degree in biotechnology and certificate in national security studies from Johns Hopkins University. She is a member of the American Society of Crime Laboratory Directors, the American Academy of Forensic Sciences and the International Society for Forensic Genetics.

- Natalie Morgan, Director, Forensic Casework, manages daily laboratory operations relating to the casework section responsible for the high throughput processing of sexual assault kits. She has been a qualified analyst at Bode Cellmark since 2001, has processed and managed thousands of cases and has extensive experience with the implementation of advanced DNA technologies. She oversees a team of approximately fifty (50) analysts and technicians working on approximately twenty-five (25) different casework contracts, and has been instrumental in the reduction of casework backlogs across the country. Ms. Morgan holds a Master of Forensic Science degree in forensic molecular biology from The George Washington University and a Bachelor of Science degree in biology from The Catholic University of America. She is a member of the American Society of Crime Laboratory Directors and the American Academy of Forensic Sciences.
- Stephanie Sivak, Technical Leader, Forensic Operations, oversees the technical operations of the laboratory, evaluates existing procedures, initiates validation projects and oversees the training of new analysts. Ms. Sivak first began working as a DNA Analyst at Bode Cellmark in August 2009 and rejoined Bode Cellmark in November 2016 after a brief departure of less than one year. She has over seven (7) years of experience performing forensic DNA analysis and technical reviews on thousands of cases, including complex cold cases, post-conviction cases, and high-profile cases. She has given a multitude of talks and presentations involving mixture interpretation, DNA sampling, and laboratory processing and validations. Ms. Sivak holds a Master of Science degree in forensic science and law and a Bachelor of Science degree in biology from Duquesne University.
- Brian Adams, Supervisor and Senior DNA Analyst, started working at Bode Cellmark Forensics in 2007. He oversees twelve (12) direct reports and several high-throughput sexual assault kit backlog reduction projects. He has been qualified in serology and was later qualified in STR testing, including MiniStrs, Y-STRs and Kinship analysis. As a serologist and DNA Analyst, Mr. Adams has worked on both high-throughput and customized casework. Mr. Adams has also supported internal and external training efforts, including the training of over fifteen (15) analysts in serology at a major international laboratory. During his time as an analyst Mr. Adams has tested thousands of cases and testified forty-four (44) times.

Accessibility

Client service is an on-going process that includes listening to client concerns, responding to client

needs and providing clients with value added options. At Bode Cellmark, we are proud of the comments received from clients regarding the level of service and quick responses provided. Client needs, requirements, and satisfaction are the immediate responsibility. In addition to the key managerial staff listed above, Bode Cellmark has designated client services staff to support customer needs. Should the City wish to contact any Bode Cellmark staff directly, any of the contacts contained within this section can be reached by telephone between the hours of 8:00 AM and 5:00 PM (EST) using the toll free number 866—BODE 4ID (866-263-3443). A company directory is available if specific extensions are unknown to the City. E-mail addresses and direct phone numbers will be provided for the managerial staff listed above.

Bode Cellmark has specialized teams of qualified analysts who are dedicated to the processing of screened and unscreened evidence from sexual assault, property crimes, homicide, and kidnapping cases. Bode Cellmark analysts perform STR, Y-STR, mini-STR, mitochondrial DNA analysis and also specialize in the DNA analysis of skeletal remains. All analysts and supervisors have been trained with a focus on providing the highest possible quality while maintaining efficiency, have testimony experience, and continuously train in new procedures. The following table provides a list of individuals who will participate in Contract along with their years of experience and education.

<i>Key Personnel</i>	<i>Title</i>	<i>Number of Years of Experience</i>	<i>Degree</i>	<i>Qualification(s) and Project Responsibility</i>
<i>Erin Sweeney</i>	<i>Laboratory Director</i>	<i>13.5</i>	<i>MS</i>	<i>Project Oversight</i>
<i>Stephanie Sivak</i>	<i>Technical Leader</i>	<i>7</i>	<i>MS</i>	<i>STR/Y-STR analysis and Technical review</i>
<i>Hannah Gillis</i>	<i>Quality Manager</i>	<i>7</i>	<i>MFS</i>	<i>Quality Assurance guidance</i>
<i>Natalie Morgan</i>	<i>Director, Forensic Casework</i>	<i>17.5</i>	<i>MFS</i>	<i>Project Oversight and Technical review</i>
<i>Brian Adams</i>	<i>Supervisor, Forensic Casework</i>	<i>11</i>	<i>BS</i>	<i>Serology, STR/Y-STR technical review</i>
<i>Melissa Murphy</i>	<i>Supervisor, Forensic Casework</i>	<i>15</i>	<i>MS</i>	<i>Technical review</i>
<i>Melissa Pemberton</i>	<i>Supervisor, Forensic Casework</i>	<i>12</i>	<i>MS</i>	<i>Technical Review</i>

<i>Ashlee Webb</i>	<i>Senior DNA Analyst</i>	<i>17</i>	<i>MFS</i>	<i>Technical review</i>
<i>Deanna Lankford</i>	<i>Director, Forensic Casework</i>	<i>21</i>	<i>MFS</i>	<i>Technical review</i>
<i>Vanessa Covert</i>	<i>Supervisor, Forensic Casework</i>	<i>13.5</i>	<i>MFS</i>	<i>STR/Y-STR technical review</i>
<i>Cate Roller</i>	<i>Supervisor, Forensic Casework</i>	<i>5</i>	<i>MFS</i>	<i>STR/Y-STR technical review</i>
<i>Shannon Weitz</i>	<i>Forensic Biology Analyst/DNA Analyst</i>	<i>7</i>	<i>BS</i>	<i>Technical review</i>
<i>Kelli Byrd</i>	<i>Senior DNA Analyst</i>	<i>17</i>	<i>MS</i>	<i>STR/Y-STR analysis and technical review</i>
<i>Sandra Gault</i>	<i>Senior DNA Analyst</i>	<i>13.5</i>	<i>MS</i>	<i>STR/Y-STR analysis and technical review</i>
<i>Emily Koch</i>	<i>Senior DNA Analyst</i>	<i>7</i>	<i>MS</i>	<i>STR analysis and technical review</i>
<i>Elise Caron</i>	<i>DNA Analyst/Team Lead</i>	<i>4.5</i>	<i>MS</i>	<i>STR analysis and technical review</i>
<i>Gunnar Olgren</i>	<i>DNA Analyst II/Team Lead</i>	<i>3.5</i>	<i>MS</i>	<i>STR analysis and technical review</i>
<i>Dana Warren</i>	<i>Senior DNA Analyst</i>	<i>11</i>	<i>BS</i>	<i>STR analysis</i>
<i>Jaclyn Benjamin</i>	<i>Forensic Biology Analyst/DNA Analyst II</i>	<i>3.5</i>	<i>MS</i>	<i>Serology and STR analysis</i>
<i>Purnima Bokka</i>	<i>Forensic Biology Analyst/DNA Analyst II</i>	<i>4</i>	<i>MS</i>	<i>Serology and STR Analysis</i>
<i>Lauren MacDonald</i>	<i>DNA Analyst II</i>	<i>3</i>	<i>MFS</i>	<i>STR analysis</i>

<i>Nerissa Peace</i>	<i>DNA Analyst II</i>	<i>3</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Ted Shek</i>	<i>DNA Analyst II</i>	<i>3</i>	<i>MFS</i>	<i>STR Analysis</i>
<i>Nicole Unger</i>	<i>DNA Analyst</i>	<i>3</i>	<i>BS</i>	<i>STR analysis</i>
<i>Arash Kabirnavaei</i>	<i>DNA Analyst</i>	<i>4</i>	<i>BS</i>	<i>STR analysis</i>
<i>Aaron Beaver</i>	<i>DNA Analyst</i>	<i>3</i>	<i>MS</i>	<i>STR analysis</i>
<i>Eric Schiff</i>	<i>Forensic Biology Analyst/DNA Analyst</i>	<i>2.5</i>	<i>BS</i>	<i>Serology and STR Analysis</i>
<i>Chelsea Calloway</i>	<i>DNA Analyst</i>	<i>2</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Emily Gil</i>	<i>DNA Analyst</i>	<i>2</i>	<i>BS</i>	<i>STR Analysis</i>
<i>Ariel Lawler</i>	<i>DNA Analyst</i>	<i>2</i>	<i>BS</i>	<i>STR Analysis</i>
<i>Lindsey McCracken</i>	<i>DNA Analyst</i>	<i>2</i>	<i>BS</i>	<i>STR Analysis</i>
<i>Charmaine Williams</i>	<i>DNA Analyst</i>	<i>1.5</i>	<i>BS</i>	<i>STR Analysis</i>
<i>Yizhou Jiang</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Kelsey Peters</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Kira Schlicht</i>	<i>DNA Analyst</i>	<i>1</i>	<i>BS</i>	<i>STR Analysis</i>

<i>Cori Inge</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Jennifer Johnston</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Dana Yenko</i>	<i>DNA Analyst</i>	<i>1</i>	<i>BS</i>	<i>STR Analysis</i>
<i>Heidi Campbell</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>
<i>Sagar Shah</i>	<i>DNA Analyst</i>	<i>1</i>	<i>MS</i>	<i>STR Analysis</i>

Bode Cellmark analysts meet and/or exceed the educational requirements outlined by the Quality Assurance Standards for Forensic DNA Testing Laboratories, and the training requirements of Bode Cellmark’s training program such as semi-annual proficiency testing. Therefore, all analysts are properly qualified in the tests that they perform.

Bode Cellmark can provide the proficiency tests results administered at Bode Cellmark upon request. Proficiency testing of analysts at Bode Cellmark has had the expected positive outcome.

In addition to the assigned analyst(s), Bode Cellmark’s core facility group consisting of technicians who perform laboratory procedures such as robotic operation and genetic analyzer tray loading will support this project. In order to maintain laboratory instruments and utilize them to full capacity, this dedicated team of technicians is highly trained on all instruments currently in use. For capillary electrophoresis instruments, maintenance is performed weekly and data quality is monitored on a daily basis. To account for maintenance downtime, instruments are running, on average, six (6) days per week. In the event that a significant event prevents everything to be run in a given week, samples are run over the weekend. As for other instruments, Bode Cellmark has developed redundancy in every step.

TECHNICAL APPROACH

2. Technical Approach (30 points) – Technical approach represents the quality and professionalism of the scientific and forensic methods described in the technical RFP proposal. Section 7.4

Bode Cellmark understands that the City has approximately 200 Sexual Assault Kits to process and can accommodate monthly shipments or receiving bulk shipments in the beginning of the project. Bode Cellmark will work with the City to create a mutually agreeable shipping schedule based on project needs, funding schedules and overall scope of the project. Bode Cellmark can certify a maximum turnaround time of forty (40) business days for the City. Bode Cellmark has the capacity to test over 2,000 sexual assault kits per month.

Prior to beginning testing, Bode Cellmark proposes to have a kick-off meeting on-site or over the phone to discuss the processing guidelines in more detail and ensure that the City is in agreement with the proposed plan. In addition, Bode Cellmark grants permission for the City to perform on-site visits upon request. Before any analysis is conducted, Bode Cellmark will ensure there is a signed Memorandum of Agreement (MOA) or signed pre-approval form with the North Carolina State Crime Lab (NCSCCL). As the current service provider for sexual assault kit testing for North Carolina State Crime Lab (NCSCCL), Bode Cellmark is familiar with the needs of the City and the NCSCCL. The NCSCCL has already reviewed and approved Bode Cellmark's technical procedures for sexual assault kit testing.

- Sexual Assault kits will be tested utilizing a direct to DNA approach. A Y-screening method will be employed on up to 3 body swabs contained within a sexual assault kit, as well as underwear if it is included, for the presence of male DNA.
- DNA testing will proceed on the most probative male DNA positive sample and the victim's reference sample (2 total samples).
 - DNA testing will not proceed on samples that are male DNA negative, inconclusive for the presence of male DNA or if the ratio of total human male DNA would reduce the chances of obtaining a male DNA profile.
- In cases with multiple potential perpetrators, recent consensual sex reported within 48 hours, have a female assailant, or are male-to-male crime, Bode Cellmark will test additional samples as necessary.
- Bode Cellmark is able and willing to accept additional evidence (knowns or questions) for analysis for each case.
- Bode Cellmark is willing to make personal contact with submitting officer or assigned investigator to request additional samples for testing when needed, such as elimination standards.

To accomplish the project requirements, Bode Cellmark will implement the following technical approach for the analysis of forensic casework.

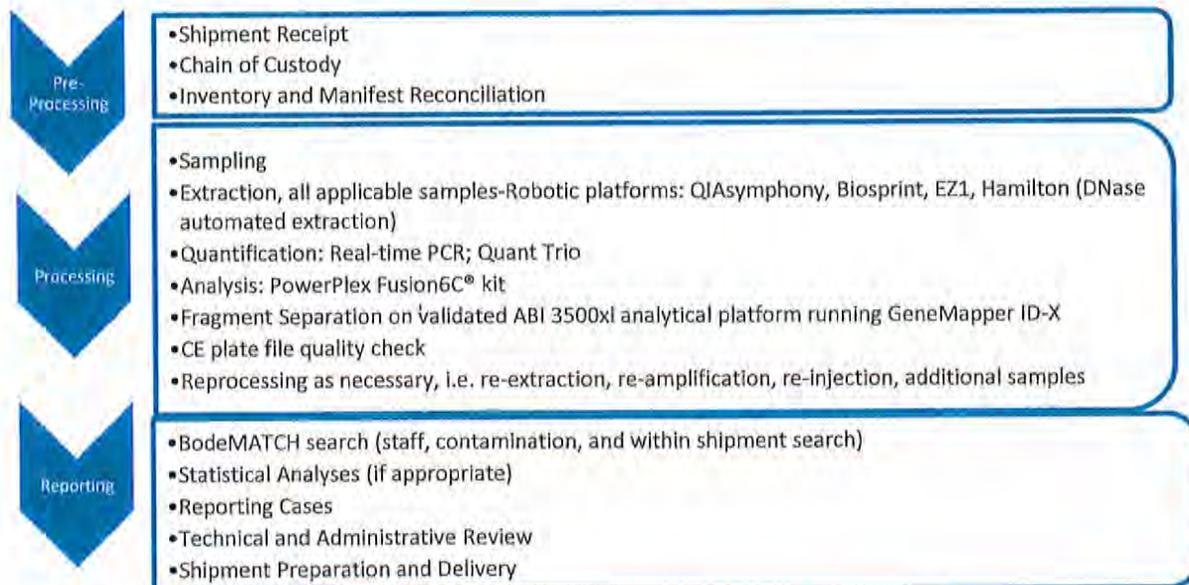
Sample Processing

Bode Cellmark will provide, at no additional cost, preprinted shipping labels to the City. A technical account manager will help facilitate all sample submissions. Upon submission from the City or other

submitting agency, Bode Cellmark will maintain a complete chain of custody for all samples starting with the unique identifier on the overnight shipping label on the shipping container. The chain of custody will also include the unique identifier on the overnight shipping label used when returning samples to the City or other submitting agency.

Bode Cellmark’s evidence management section (EMS) is responsible for maintaining the integrity of evidence received by Bode Cellmark. In addition, all evidence requirements are followed, including but not limited to unique identification; chain of custody documentation; procedures to minimize loss, contamination, and/or deleterious change of evidence; secure areas for storage; and procedures for evidence sample/extract storage.

To accomplish this, Bode Cellmark uses a Laboratory Information Management System (LIMS) to develop and maintain the chain of custody as well as provide detailed sample tracking. All samples have a fully documented chain of custody record that complies with both ASCLD/LAB and ISO/IEC 17025 requirements to protect the samples from deleterious change or loss, to maintain the integrity of the evidence during each transfer. The chain of custody documentation from Bode Cellmark LIMS includes an electronic inventory for all samples received, which cross references any City or other submitting agency identification information, and then for the transfer of samples for processing and for the return of samples back to the City or other submitting agency. Bode Cellmark will require an electronic manifest (.txt or .xlsx) of cases submitted for upload into BodeLIMS so that the samples received can be electronically compared to the manifest. In the event of any discrepancies, the City will be notified immediately by phone and e-mail.



Direct to DNA Sample Processing and Screening of Evidence

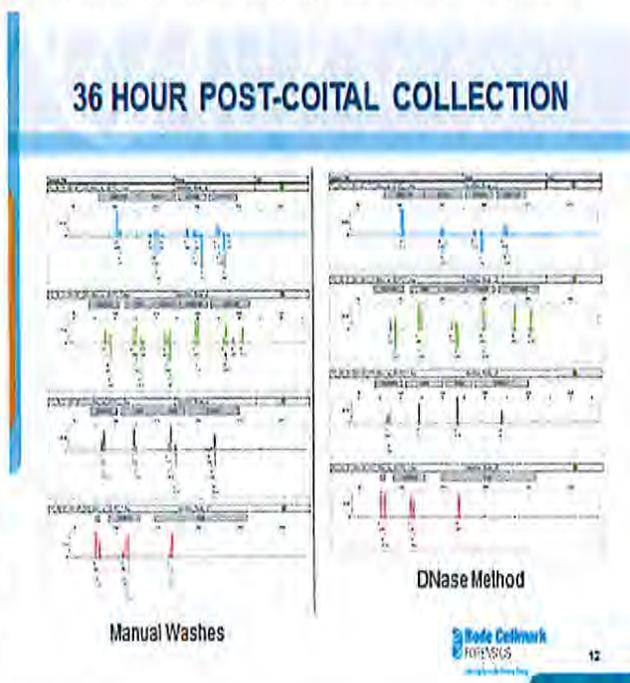
Extraction

Multiple extraction methods have been validated for use at Bode Cellmark offering secondary and tertiary options if the primary extraction method proves ineffective on older or compromised samples. Along with optimized sampling techniques, Bode Cellmark has also optimized magnetic bead extraction technologies for improved recovery of touch DNA.

The majority of extractions are currently performed robotically using the QIAGEN DNA Investigator kit on the QIAGEN EZ1 BioRobots and QIASymphony workstations. Bode Cellmark also validated and implemented an automated DNase extraction procedure which allows for cleaner differential extractions and more single source sperm fractions. Bode Cellmark has tested over 15,000 sexual assault kits using this automated method. This would be the primary differential extraction procedure utilized for this project. Automation is a key element in decreasing the number of manual transfers, thereby decreasing the possibility for human error. With the increased number of loci in the new STR megaplex kits, mixture interpretation has the potential to be a bottleneck during the technical review process. During validation, this automated method showed a significant improvement in separation for difficult samples (see example slide below). Furthermore, in a study sponsored by the Department of Justice, Michigan State Police randomly assigned 350 SAKs to either the traditional manual separation or Bode Cellmark's manual DNase method. Their conclusions were a) that the DNase method 'had no decrement in performance relative to customary methods; b) 'CODIS entry rates for the two methods could differ by $\pm 5\%$ ' and c) DNase methods 'required less personnel time for testing and scientific review than standard testing' (Campbell et al JFS 2016: 10.1111/1556-4029.13251).

For manual processing, Bode Cellmark utilizes multi-channel pipetting to eliminate the potential for single pipetting errors. Additional witnessing steps are required for manual transfer steps as an added quality control measure. In all instances, only one tube is open at any one time during casework processing.

For obtaining DNA profiles from difficult samples, Bode Cellmark utilizes several measures that may be determined by the analyst and based on sample quality. These methods include concentrating the extract to maximize the total input DNA and/or attempting other validated procedures for problematic samples.



Bode Cellmark will introduce multiple extraction reagent blanks on every unknown sample tray. This

ensures there are sufficient extraction blanks for additional and/or future testing.

DNA Quantification

Bode Cellmark has the ability to use the Quantifiler® Trio kit for use on the ABI 7500 for casework samples to quantify the amount of DNA available from each sample extract. This is the primary quantification method in use at Bode Cellmark for casework analysis.

Bode Cellmark evaluates each sample following quantification individually to determine if the concentration of the extract will be beneficial and to evaluate any indications of inhibition in the extract or degradation of the DNA. For samples that have a low DNA yield, reducing the volume of the extract is a way to target the appropriate input of DNA for STR amplification and increase the chance of obtaining a DNA profile. To perform this technique, Bode Cellmark uses Vivacon or Microcon micro-concentrators that effectively concentrate the DNA without compromising DNA yield.

Bode Cellmark also has the ability to use these kits as a Y-marker screening tool. Given the greater level of sensitivity than the STR multiplexes used for DNA analysis, false negative results are eliminated. Employing YMS tests help to identify the strongest or most probative sample as well as to aid in the identification of samples that may be better suited for Y-STR analysis.

STR Analysis

DNA extracts will be PCR-amplified with the specified PowerPlex Fusion6C amplification kit on the AB 9700 PCR thermal cycler. Bode Cellmark will run amplification positive and amplification negative controls with each assay to ensure reliability of results.

Bode Cellmark will process samples on validated Applied Biosystems 3500 series genetic analyzers and will utilize GeneMapper ID-X version 1.5 operating software.

Bode Cellmark has both analytical and stochastic thresholds validated for specified genotyping kit(s) the 3500 genetic analyzer series. Bode Cellmark will attempt to obtain a fully interpretable profile, with all alleles above stochastic threshold. If needed, Bode Cellmark will re-amplify any available extract in an effort to obtain full profiles.

Bode Cellmark's mixture interpretation and report wording guidelines include the interpretation of up to three (3) person mixtures with statistical criteria based on the use of both analytical and stochastic thresholds as defined by the Scientific Working Group for DNA Analysis Methods (SWGDM). Bode Cellmark performs mixture deconvolution on two source mixtures for CODIS eligible profiles when applicable but does not perform mixture deconvolution on mixtures of three (3) or more sources. Current statistical approaches include the use of random match probability (RMP), combined probability of inclusion (CPI), and combined probability of exclusion (CPE). Bode Cellmark is in the process of validating STRmix probabilistic genotyping software for PowerPlex Fusion6C. If preferred by the City, this could be utilized upon approval.

Reporting

Upon completion of testing, all cases will undergo both technical and administrative review at Bode Cellmark. Bode Cellmark will deliver all reports electronically via upload to a secure FTP site. Bode Cellmark's batch format is as follows but can be adjusted upon mutual agreement:

- Each kit/case will have an individual signed, court-ready case report (PDF File) including both screening and DNA results and any supporting data. When applicable, the case will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations.
- All core forms (lab worksheets) and control data will be delivered in a folder that is separate from the individual case report and supporting data. These core forms will include documentation of case packaging and evidence sampling, equipment, reagent lot numbers, protocols used and instrumentation as well as documentation of quantification results.
- Case file data will reference the appropriate core forms and control data applicable to the samples.
- Bode Cellmark can provide documentation in a GMIDXv1.5 project file format
- Electronic copy of all raw data folders from genetic analysis
- Chain of custody documentation

Quality Assurance

Bode Cellmark conducts all testing by striving to exceed the FBI's *Quality Assurance Standards for Forensic DNA Testing Laboratories*, ISO/IEC 17025 accreditation for DNA Analysis and Forensic Biology, and supplemental standards from the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD/LAB-*International* program).

Bode Cellmark provides the following documentation:

- A copy of current accreditation certificate and scope of accreditation is provided as **Attachment ONE**.
- A copy of the most recent external audit document is provided as **Attachment THREE**.
- Copies of the Standard Operating Procedures will be provided after notice of award.

Bode Cellmark will keep these accreditations current and submit updated proof of accreditation throughout the term of the contract. Bode Cellmark also complies with the most current versions of the FBI Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories and the National DNA Index System (NDIS) DNA Data Acceptance Standards.

Bode Cellmark analysts meet and/or exceed the educational requirements outlined by the Quality Assurance Standards for Forensic DNA Testing Laboratories, and the training requirements of Bode Cellmark's training program such as semi-annual proficiency testing. Therefore, all analysts are properly qualified in the tests that they perform. Bode Cellmark can provide the proficiency tests results administered at Bode Cellmark upon request.

COST PROPOSAL

3. Cost Proposal (20 points) – Vendors must complete all components of the cost proposal described below. Unit cost quotes and detailed pricing included per Attachment A:

There are six (6) separate unit cost variables required for this proposal.

- 1) The proposed cost per submitted sexual assault kit;
- 2) The proposed cost for additional known reference DNA sample(s) not contained within a sexual assault kit;
- 3) The proposed cost of additional unknown/questioned DNA sample;
- 4) The proposed per hour expert witness testimony fee;
- 5) The proposed maximum per day charge for expert witness testimony.

With respect to the 20 point cost proposal variable, the RFP review team will review unit cost quotes provided in the cost proposal described above. The review team will review unit cost quotes in terms of best value and completeness. Incomplete or partially completed cost proposals shall result in vendor disqualification.

*The maximum certified turnaround time TAT numbers, while included in the cost proposals, will be evaluated in the separate criterion number 4 noted below.

Bode Cellmark has provided the Cost Proposal as Attachment A, within this section and also as part of the RFP.

ATTACHMENT A: PRICING

	Cost Component Description	Unit Totals
1	Cost per kit	\$695.00
2	Turnaround Time (TAT) per batch (Number of business days)	Forty (40) business days
4	Cost for additional known DNA Sample(s)	\$215.00
5	Cost for additional Question DNA Sample(s)	\$395.00
	Expert Witness Costs	
6	Per Hour Testimony Charge	\$ 200.00
7	Max Per Day Charge	\$1600.00

MAXIMUM CERTIFIED TURNAROUND TIME

4. Maximum Certified Turnaround Time (TAT) (15 points) – As a part of its signed cost proposals, Vendors must certify the maximum turnaround time for the types of DNA evidence analyzed by the vendor laboratory. This certification represents the maximum number of business days, they will be required to completely analyze, process and return DNA evidence to the City. Time will be measured from delivery of the DNA evidence to the physical vendor laboratory to the subsequent return to the City and the submission of CODIS data to the State Crime Lab. Higher scores will be provided to Vendors who commit to lower maximum certified turnaround times associated with its cost proposals per Attachment A.

Bode Cellmark certifies that the maximum certified turnaround time will be forty (40) business days.

DISASTER RECOVERY PLAN

5. Disaster Recovery Plan (10 points) – Each Vendor’s technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the vendor laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for City of Greenville employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a Vendor laboratory. Preference or higher point scores will be awarded to Vendors that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events. Section 7.2(c)

Bode Cellmark provides a Disaster Recovery Plan (Business Continuity Plan) within this Section.

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PART I- INTRODUCTION

Preservation of evidence requires that proper environmental conditions be maintained and planning be done in order to avoid disasters if humanly possible. Planning can minimize damage to archival materials if a disaster does occur. The importance of having an emergency plan which identifies the steps to be taken to reduce the amount of damage resulting from a disaster cannot be overemphasized.

The purpose of this business continuity plan is to enable all employees, with assistance from others, to meet an emergency with maximum efficiency and minimum loss to records, evidence, support material and documents. The plan should be activated after any disaster that results in a major interruption of normal operations. A disaster could consist of a tornado, fire, earthquake, flood, water damage, explosion, loss of utilities, or any other situation requiring emergency procedures. Please refer to the section Activation of Plan for more details about disaster categories. This plan will be reviewed on an annual basis by Bode Cellmark's Facility Security Officer (FSO) to ensure regency and relevancy. Any revisions suggested from the annual review must be approved by key management personnel before the revised policy will become active.

GOALS OF THE PLAN

The goals of the Bode Cellmark Business Continuity Plan (previously the Disaster Recovery Plan) are:

- To ensure the health and safety of employees of Bode Cellmark
- To ensure measures for the effective protection of evidence, records, documents and equipment
- To preserve the orderly functioning of Bode Cellmark
- To establish clear lines of authority and recovery coordination within Bode Cellmark and with external constituencies
- To articulate recovery procedures for the coordination of communications within Bode Cellmark and with external constituencies
- To ensure that Bode Cellmark returns to a normal operating environment as soon as possible

PLAN PRIORITIES

The following general objectives have been developed in order to help meet the goals of this plan. Not all listed objectives will apply to each situation but are noted here to provide a framework for action if action is required.

Priority I: Ensure Health and Safety of Bode Cellmark

Objectives:

- Establish emergency communications

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- Assess personal injuries and track status of injured or missing individuals
- Evacuate and isolate affected locations pending additional assessment
- Identify and rescue persons trapped in damaged facility
- Determine need for assistance from public safety agencies
- Communicate critical information and instructions to staff, visitors, and emergency personnel
- Establish medical support and facilities
- Repair utilities and lifelines to prevent further safety hazards
- Provide emergency food and shelter as needed

Priority II: Protect Evidence, Records, Equipment, Buildings, Facilities, and Systems of Record

Objectives:

- Communicate critical information and instructions to Emergency Response Team, staff, and public
- Assess evidence damage
- Assess Bode Cellmark's facility
- Reinforce damaged facilities that pose safety hazards
- Assess local utilities conditions and advise
- Close and secure vital areas of temporary storage of evidence, records and documentation
- Assess records and document damages
- Cross-reference inventory documented before the disaster with the comprehensive inventory taken after the disaster.

Priority III: Restore Normal Operations

Objectives:

- Initiate systems recovery plans
- Restore telecommunications systems
- Normalize delivery of supplies and equipment to Bode Cellmark
- Provide psychological and personal assistance to those affected by event
- Provide space, equipment, or materials to external agencies, if necessary

ACTIVATION OF PLAN

The General Manager or designee shall declare a company emergency when an event significantly disrupts the normal operations of Bode Cellmark, where it may pose a serious threat to persons or property. The event may require a quick or immediate response and coordinated, efficient management; require a response with procedures and resources – whether human, material, or logistical – beyond the capability of the organizational unit or facility where the event has occurred; or result in a declaration of a general state of emergency by civil authorities that affect Bode Cellmark.

Examples of emergencies or crises covered by this plan are:

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Man-Made Threats to health and safety or property

- Terrorism
- Bomb threat
- Fire
- Hazardous materials
- Communicable disease outbreak
- Violent crime
- Blackout
- Radiological Event

Natural Threats to health and safety or property

- Hurricanes
- Tornadoes
- Floods
- Severe Weather; Thunderstorms and Winter Storms
- Wild Fires
- Geological Event (Earthquakes)

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Part II - Disaster Prevention

Planning includes considering ways to avoid, where possible, the occurrence of emergency situations. Many disasters can be prevented simply by following established laws, building codes, fire codes and established record, evidence and document storage criteria. Bode Cellmark's has designed and built the facility to meet all applicable building and fire codes, as well as implemented a comprehensive Business Continuity Plan.

1. Monitoring of temperature/humidity control equipment

- a. Storage of data tapes and digital media:
 - Magnetic Tapes: 62 – 68°F. Relative Humidity : 40-50%
 - Magnetic Discs: 65-75°F. Relative Humidity : 40-50%
- b. Storage of paper documents:
 - Professional Records and Information Services Management (PRISM International) standards require a constant temperature of 70°F (+/- 5 degrees) and a relative humidity of 45% (+/- 5%) in the archives.
 - To monitor these conditions, there is a monitored central air conditioning system designated to control both the administrative and laboratory areas.
 - Additional HVAC systems have been placed in the laboratory areas which contain machinery that significantly increase the temperature in the room. These systems are set to automatically cool the room when the temperature reaches 76° regardless of the status of the central air system.

2. Safe storage of evidence and records

To ensure safe storage of evidence and records, certain procedures must be followed. Evidence and records are not to be stored less than 6 inches from ceilings or suspended lights or 18 inches from sprinkler heads. Evidence and records should not be stored in contact with electrical or fire alarm systems or where they will obstruct any exit, access panel, air conditioning duct, or fire extinguisher. Eating and drinking in the laboratory areas or evidence rooms are strictly prohibited. Any roof leaks or indications of the presence of rodents or insects should be reported immediately.

- a. Evidence storage area – the facility where evidence is located centrally within the facility structure. None of the exterior walls are shared with any other business, and the building walls are constructed of steel with a slab foundation.
- b. Box record storage – cardboard storage boxes containing files are stored in a vertical array. All rows of boxes have overhead sprinklers for fire suppression.
- c. Open file record storage – open file storage has file folders or other records stored directly on shelves. Open file storage of one 8 foot level utilizes the building overhead fire suppression system.
- d. The sprinkler riser is tied directly into the security system and notifies the Fire Department if any water flow is detected.

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3. Evidence storage room design

a. Location

- To improve safe storage and prevent potential damage of evidence and records, the evidence storage room is placed centrally within the Lorton facility.

Figure 1 Current Evidence Storage Room



b. Construction

- The evidence and record storage facility is constructed of noncombustible and fire-resistant materials (Reference ANSI/NFPA 220 Types of Building Construction)
- Fire walls of approved construction separate the evidence and records storage facility from other areas in the building
- The evidence and record storage facility maintains a fire prevention program
- Smoking, use of open flame devices or the presence of flammable materials is prohibited in all storage areas (Reference ANSI/NFPA 232AM Chapter 2-6 Fire Prevention Program)
- Air quality is monitored and purified by a MICROCON system.
- Air handling ducts shall be equipped with fire detectors and applicable shut off apparatus
- The facility has a power supply sufficient to maintain environmental controls, security, lighting, fire detection and suppression equipment
- All door openings of the evidence and records storage facility are fit with suitable and approved fire-resistant doors.

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4. Electronic records/server backup

Refer to the LabCorp IT Disaster Recovery Plan for additional information on electronic record keeping archrival and recovery.

5. Electrical backups

In the event of a power outage, Bode Cellmark's 100kW natural gas generator will activate within seconds and provide power to select outlets within the facility. The generator will provide power to key areas of the building, primarily the server room as well as critical cold storage in EMS and the laboratories. Additionally, key pieces of instrumentation and IT components are hooked to varying sizes of uninterrupted power supplies (UPS) that will allow the instruments to complete their current runs and or remain functional during the loss of utility power. Emergency lighting will also activate upon loss of utility power and provide illumination to all main areas of the facility. All backup systems are serviced and inspected on a regular basis to ensure their functionality in the event of and power outage.

6. Fire prevention

Bode Cellmark's Fire Prevention Plan is part of the Health and Safety Program. Fire prevention procedures are constantly in effect. Good housekeeping, constant monitoring, and the prompt elimination of fire hazards are essential. No smoking or open flames are allowed anywhere inside the facility. All flammable materials for laboratory procedures are kept in a flammable liquid cabinet, which are outside of evidence and records storage areas. Electrical outlets should never be overloaded. Extension cords are not be used on a permanent basis. Waste materials are stored in an enclosed waste room located adjacent to the loading dock for ease of disposal.

All Bode Cellmark employees are effectively trained using the Fire Prevention Plan and are familiar with the locations and operation of fire alarms, emergency exits, and evacuation routes. Bode Cellmark's Safety Officer is tasked with the responsibility of maintaining a safe work place and implementing training programs and inspections for compliance with OSHA workplace safety regulations.

Daily housekeeping and janitorial services are provided by the Facilities Department; however, maintaining a clean working environment is the responsibility of all Bode Cellmark employees.

7. Preparing for and responding to incidents of terrorism

Modern-day terrorists have the knowledge and the capability to strike virtually anywhere at any time. We have seen that when properly motivated, they will do whatever they have to do in order to achieve their goals. Most terrorists groups are well funded by means of drug money, family money, criminal acts, etc.

Fallout from a terrorist incident may even cause the ultimate destruction or collapse of businesses that are not the terrorists' primary target. The threat to your business is a result of what you do, where you are, or with whom you do business. Bode Cellmark carries General Liability Insurance, which covers acts of terrorism.

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Terrorists historically have chosen high-profile facilities, events, and people as their targets. High-profile locations may include those that design, manufacture, process, or handle highly sensitive or classified items for military or defense procurement, or those that make or use chemicals and hazardous materials, biological substances, weapons, or explosives, and laboratories. Potential local targets include:

- Fort Belvoir, US Army Military Installation – 4 miles
- Occoquan Water Treatment Facility – 1 mile
- The Pentagon, US Department of Defense – 18 miles
- Defense Intelligence Agency, Bolling Air Force Base – 22 miles
- Blue Plains Water Treatment Facility – 21 miles
- Naval Research Laboratory – 21 miles
- Federal Bureau of Investigation, Washington DC Office – 26 miles
- Federal Bureau of Investigation, Quantico Office – 12 miles
- Reagan National Airport – 18 miles
- Quantico US Marines Training Base – 12 miles

A) Nuclear Incidents

The greatest potential terrorist threat involving a nuclear weapon would be to use such a device in an extortionist threat. However, a terrorist could detonate a large device (large vehicle bomb, or LVB) near a nuclear power plant or shipment of nuclear or radioactive devices or materials. An attack like this would have widespread consequences. In the event of a leak of nuclear material from the power plant, Bode Cellmark may take the following steps to protect the facility and its occupants:

- Obtain information from the Nuclear Regulatory Commission (NRC); telephone: (301) 415-7000, web site: www.nrc.gov
- Contact and rely on law enforcement and government authorities and evacuate based on their orders
- Additional Information in Nuclear Emergency Preparedness can be found here: <https://www.dom.com/corporate/what-we-do/electricity/generation/nuclear/nuclear-emergency-preparedness>

B) Intruders and Robbery

Bode Cellmark has a building alarm system installed to sound an audible alarm and signal Tyco Alarm Company immediately. All roll up doors and person doors are equipped with contact sensors. Numerous motion sensors are installed at the rear interior and front interior of the laboratories, office and cubicle areas, the evidence storage area, and all possible points of entry. A digital video surveillance system is also used to provide both internal and perimeter surveillance on a 24 hour basis. Duress buttons are also installed at the facility which will send immediately notification to the Fairfax County Police of a critical issue.

The following steps are in place to protect the facility:

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- The security system includes individual access codes assigned only to those employees and owners who have authority to be in the building after regular business hours
- Access and egress history is logged at all times and monitored by Tyco
- Access controls are in place for the entire premises, for both visitors and employees; entry to the building during business hours is only through the front entry of the main building
- All visitors are required to sign in at the front office and be accompanied by a Bode Cellmark employee at all times
- All employees are instructed to question anyone in the building who is not accompanied by a fellow employee
- All employees are given annual security training modules that they must complete. Topics include, building security, anti-terrorism force protection, and active shooter awareness

8. Monitoring for water leaks

There is an environmental control monitoring system that senses water pressure – indicating any water flow to the automatic sprinkler system. Any visible signs of water leakage should be documented and reported immediately.

9. Flood plain designation

Bode Cellmark is located in a zone where flooding from rivers and creeks is not expected to occur. Although Bode Cellmark is located in close proximity to the Occoquan River, the elevation of this location reduces the likelihood of a flood. However, in the event of an area flood, sewer backup or other localized flooding, the below steps are precautions should be made.

Emergency Recovery: After the Flood

- Before entering the building, notify the authorities to aid in the evaluation of structural damage
- Watch for wildlife that may have chosen the structure as a refuge to escape the floodwaters
- Determine that all electrical hazards are controlled
- Clean damaged property
- Floodwaters may have transported sewage and other hazardous materials and document the damage
- Begin salvage operations

10. Severe Storm Warnings

If a warning of an impending storm (such as torrential rain, gale force winds, damaging sleet, snow blizzard conditions, or tornado warning) is broadcast or ominous conditions are observed, a supervisor should be immediately notified. If necessary, the General Manager or designee will call for the quick and orderly evacuation of all employees to a given area within the building.

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The building is not situated within a flood plain area; however, during periods of extremely heavy rain, conditions should be monitored to observe for the signs of flooding, blocked sewers, or other water-related problems.

In the event of a tornado or hurricane, staff will be directed to the designated assembly points for this type of disaster. **The designated points for storms of this magnitude is the hallway at the rear of the building near the evidence storage room, or any bathroom.** These areas are on the lower level of the building, minimizing the proximity to any windows.

11. Bomb Threats

The person receiving a bomb threat should make every attempt to write down the exact words of the caller. Note the exact time the telephone call was received and when it ended. Note any speech characteristics of the caller. Use of the Bomb Threat Form included in the Health and Safety Manual. The use of the emergency evacuation procedures is also advised.

Try to obtain the following information from the caller in this order:

- When is the bomb set to explode?
- Where is the bomb placed?
- What type of bomb is it?
- What does the bomb look like?
- Why was the bomb set?

After the call has ended, the person who received the call should immediately (but discretely) report the incident to his or her immediate supervisor. The supervisor should then immediately notify the Police and Fire Departments. Building evacuation will be directed by the Emergency Response Team.

12. Hazardous Materials Threats

The building is located within 500 yards to the west of a railroad. Although the chance of a toxic chemical-related derailment or explosion may appear to be remote, employees should be aware of this possibility. On several occasions, trains with tanker cars will sit several hours on these tracks. Derailment of chemical tanker cars could result in explosions and fires or the release of toxic fumes. If such an event occurs and appears to threaten the safety of personnel and records, immediately call the FIRE DEPARTMENT.

The possibility exists of a hazardous chemical-related accident or disaster along or near local freeways. In such an occurrence, immediately call the FIRE DEPARTMENT.

The Emergency Response Team must wait until public safety officials indicate that it is safe to reenter the area around the building. No one on the Emergency Response Team should undertake fighting chemical fires; the firefighting should be left to the FIRE DEPARTMENT.

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NOTE: THE ABOVE MENTIONED STEPS SHOULD ALSO BE TAKEN IN HANDLING LARGE CHEMICAL SPILLS THAT ARE DIFFICULT TO CONTAIN WITHIN THE LABORATORY.

13. Earthquakes

A shock or tremor provides the only warning in the event of an earthquake. During an earthquake, the following safety procedures should be followed:

- Take immediate shelter under tables, desks, or other objects that will offer protection from flying glass and debris. Crawl under a desk or table or step into a narrow hall or corridor
- Do not leave cover until ordered to do so
- Evacuate the building if notified to do so by an area supervisor, the Emergency Response Team or the Fire Department
- Try to keep calm and do not run outdoors
- Watch for falling debris or electrical wires upon leaving the building
- If working in one of the stack area service aisles, employees should drop to the floor (supine position) and crawl to the main aisle as quickly as possible
- Protect your head and neck with your hands
- Proceed to a safe area away from the danger of being struck by falling glass, bricks, electrical wires, boxes, etc.
- Notify the Emergency Response Team of any fires
- The Emergency Response Team will check the names of employees and visitors

Emergency Recovery: After the Earthquake

It is important to know that aftershocks can occur after the main event. They can be as strong as the main event, but they usually diminish in strength. However, *extreme caution must be exercised* since structures may have been weakened during the initial shaking.

- Be prepared for aftershocks
- Shut down equipment and evacuate the building
- Stay out of the building until the aftershocks have ceased and the building has been inspected and declared safe
- Conduct a roll call of all personnel on site (including visitors)
- Administer first aid to victims and rescue others as necessary
- Inspect the structure
- Shut off all utilities and investigate any leaks
- Inspect all utilities and turn off those that are damaged
- Do not use open flame in enclosed areas where flammable gases may be present
- Brace, relocate, or remove any hazards that could fall during aftershocks
- Document the damage
- Communicate with employees and customers to keep them apprised of the damage and organizational progress
- Begin salvage operations

14. Emergency evacuation plans

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All Bode Cellmark employees are required to notify their supervisor(s) of any potentially dangerous situations immediately. They are also expected to become familiar with the location and operation of emergency exits, evacuation routes, and fire alarms. The Safety Officer shall brief staff members on emergency procedures at least annually with fire evacuation drills.

Evacuation plans for the entire building are located in the Health and Safety Manual. Please reference the Emergency Evacuation Procedures for more information.

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Part III - Emergency Response Team

1. Emergency Response Team Purpose

Conducting a successful and efficient salvage operation after a disaster requires activation of a team that should be established before any emergency occurs. The purpose of the Emergency Response Team is to:

1. Ensure that all reasonable measures have been taken to prevent a disaster from occurring and ensure that all employees enjoy a safe work place
2. Ensure that employees in the respective units are advised of emergency procedures, locations of fire alarms and extinguishers, evacuation procedures, and locations of emergency exits
3. Assess and assist during any emergency whether during business or non-business hours
4. Direct the flow of people during an emergency to the nearest emergency exits in the quickest and most orderly fashion
5. Direct and supervise recovery operations to salvage the maximum volume of materials in a manner that will minimize future restoration costs and effort
6. Coordinate personnel
7. Identify vital records and establish recovery priorities
8. Arrange for equipment, supplies, and space

2. Emergency Response Team Mission

The Emergency Response Team's collective mission is to quickly evaluate the disaster situation, make assignments, gather needed equipment and materials, set up work areas, and remove damaged evidence and records from the affected storage areas. If a disaster occurs in the building during non-work hours, the General Manager is designated to receive the first call, assess the problem, and initiate the phoning of others if necessary. In the event of a disaster, the Emergency Response Team should be ready to meet day or night, within hours of the reported disaster.

The Emergency Response Team is responsible for following the guidelines of the disaster plan to lessen the severity of a disaster. The team should be prepared to brief other personnel involved in the recovery. It is essential that all workers have a clear idea of what is to be done and how to do it in a manner that prevents further damage to the records or accidents to the employees.

The General Manager has overall responsibility for the execution of the emergency plan, and must also ensure that Emergency Response Team (ERT) members and all other employees are aware of emergency procedures.

In the event of a building evacuation, the ERT will account for all personnel and visitors in the laboratory and evidence area. This may include the recruitment of intermittent employees necessary to carry out salvage operations.

All members of the ERT team should review the Business Continuity Plan annually and make any changes that may be needed to keep it current.

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3. Emergency Response Team Responsibilities and Contact Information

NOTE: Reference *Emergency Response Contacts* for personnel names and personal contact numbers.

Name, Title and Location	Responsibilities during an emergency	Contact numbers
General Manager Bode Cellmark ERT Code: E1	<ul style="list-style-type: none"> Overall management and decision making for Bode Cellmark Responsible for managing the emergency and contacting the regulatory agencies All communications to external parties are approved by the General Manager Maintain contact with LabCorp Maintain communication with LD. 	(703) 646-9876 Office
Laboratory Director Bode Cellmark ERT Code: E2	<ul style="list-style-type: none"> Work with Technical Services team and LabCorp to provide a pre-scripted message for customers, family members, and the general public who call with general questions Coordinate distribution of information to clients and customers regarding the status of damage to evidence Maintain contact with emergency response team to obtain updates from various areas. Call meeting with management to provide updates and direction when necessary. Assumes leadership of the team when the GM is unavailable 	(703) 646-9763 Office
Facility Security Officer Bode Cellmark ERT Code: B1 and Laboratory Manager Bode Cellmark ERT Code: B2	<ul style="list-style-type: none"> In charge of assessing damage to the facilities, and provides recommendations to the GM. In charge of coordinating vendors to remediate damage to the facilities In charge of managing security for secure evidence rooms and temporary storage site Report findings and/or concerns to LD after assessment and throughout emergency. 	(703) 646-9756 Office (703) 646-9886 Office
Quality Assurance	<ul style="list-style-type: none"> Responsible for the overall activities of the 	(703) 646-9893 Office

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Name, Title and Location	Responsibilities during an emergency	Contact numbers
Manager / Safety Officer Bode Cellmark ERT Code: E3	Emergency Response Team <ul style="list-style-type: none"> • Provides the GM & LD with all available information about the emergency • Assumes leadership of the team when the GM & LD is unavailable • Assist with emergency personnel to identify injured personnel • Contact emergency persons for injured employees to relay information • Assist in assessing facilities, and provides recommendations to the GM & LD • Report findings and/or concerns to LD after assessment and throughout emergency. 	
Evidence Supervisor Bode Cellmark ERT Code: E4	<ul style="list-style-type: none"> • In charge of the overall management of all evidence, records, and related documentation • Performs inspections, maintenance, sampling of the evidence storage facility and relaying critical information to the Emergency Response Team • Assess evidence storage facility. • Report findings and/or concerns to LD after assessment and throughout emergency. • Assumes leadership of the team when the GM, LD and QAM are unavailable 	(703) 646-9764 Office
Network Administrator Bode Cellmark ERT Code: IT 1	<ul style="list-style-type: none"> • Responsible for implementing and managing the Information Technology Disaster Recovery Plan • Performs inspections and maintenance of the data servers and relaying critical information to the Emergency Response Team • Receives customer phone calls and maintains a log of complaints and calls • Report findings and/or concerns to LD after assessment and throughout emergency. 	(703) 646-9901 Office
Controller Bode Cellmark ERT Code: F1	<ul style="list-style-type: none"> • Responsible for assessing damage to financial documentation. • Report findings and/or concerns to LD after assessment and throughout emergency. 	(703) 646-9803 Office
Assistant Safety	<ul style="list-style-type: none"> • Responsible for the evacuation process of the facility in the event of a disaster 	(703) 646-9754 Office

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Name, Title and Location	Responsibilities during an emergency	Contact numbers
Officer Bode Cellmark ERT Code: S1	<ul style="list-style-type: none"> • Assist in coordinating and relaying vital information to the QAM • Conducts site safety inspections of all facilities • Assist the Facilities Manager in assessing the damage to the facility and potential safety hazards • Document any work-place related injuries and safety related incidents • Report findings and/or concerns to QAM after assessment and throughout emergency. 	
Technical Services Team Bode Cellmark ERT Code: T1	<ul style="list-style-type: none"> • Receives customer phone calls and maintains a log of complaints and calls • Assist in the assessment of damage to evidence, documents, records and provide recommendations to the Emergency Response Team • Maintain open line of communication with LD 	(703) 646-9787 Office

Note: NYS/Paternity Lab Director (Office: 703-646-9745) shall be contacted in the event of an emergency.

*The ERT Code designates the level of management and point of contact for the emergency category. All support staff that assist members of the ERT will be assigned sub sequential numbers such as S2, S3 to form a chain of command. The categories include:

- E- Executive Management of Disaster Recovery Plan
- B -- Building Management (Security and Facilities) of the Disaster Recovery Plan
- F- Financial Management of the Disaster Recovery Plan
- I - Information Technology Management of the Disaster Recovery Plan
- S- Safety Management of the Disaster Recovery Plan
- T- Technical Services Management of the Disaster Recovery Plan

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Part IV - Plan of Action for Emergency Situations

1. Steps to follow immediately after a disaster:

A. The first step taken after a disaster is to call 911 to alert emergency response personnel of the incident and provide as much detail as possible and evacuate the building to a safe area. Members of the ERT should alert the i95 Business Park Management of the incident so they can coordinate full building utility shutoffs (703-690-7234). Additional POCs for building utilities can be found in Part IV and can also be contacted directly if needed. Once onsite, the Fire Department will notify the Emergency Response Team when the damaged building is safe to enter. The fire department's emergency management team, if they are not already on the scene, should also be consulted about environmental problems before any attempts should be made to salvage evidence and records.

B. The Emergency Response Team will notify personnel when the damaged building is safe to enter. It will be the Facilities Manager's responsibility to ensure that all electrical and gas hazards have been eliminated. Refer to Part IV – Emergency Service Numbers for contact information for all building utilities. If the air conditioning system still works, it should remain on. It is imperative to bring the temperature and humidity down, as mold will appear within 48 hours in unventilated areas made damp and humid by water.

C. If any evidence or records have been damaged by fire, extreme caution must be used in handling them. The records may be brittle and wet. Pieces of paper towels or blank newsprint should be placed under each charred page before moving the item. The towel or newsprint serves two purposes, to absorb moisture and to provide support. The corners of the towel or newsprint are then used to move the document.

D. Upon entering the evidence storage area, all entrances and aisles of the evidence storage area should be cleared. All doors should be opened to allow as much ventilation as possible. Security personnel must remain in the open entrance area while doors are unsecured and adjured. At this point an assessment of the damage can begin. The Emergency Response Team should jointly decide the extent of the damage and the most appropriate initial course of action. Those pieces of evidence and/or records with the greatest exposure to water within each priority category should be salvaged first.

E. If the volume of damaged archival records is small, the documents should be divided into three groups: those that will be packed and frozen; those that are only slightly damaged and can be fan dried or air dried right away; and those that were not damaged and need no treatment, except for possible relocation.

F. Priority Evidence and Records to be Salvaged: This lists the order of precedence in which damaged records are to be recovered.

- All evidence of current clients
- Evidence related documentation
- Case files

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- Procedural data
- Escrow and title files
- Financial records
- General archive records such as HR records, receipts and others

2. Contact information

In the event of a disaster, employees utilize remote email login (<https://mail01.labcorp.com>) for updates from the GM or designee. Up to date information will be provided on the current status of the building, work schedule/requirements, request for volunteers, and updated on the recovery schedule. Additionally, members of the ERT can be contacted directly by employees to answer any additional questions or concerns regarding the incident.

LabCorp policy requires that employees redirect all media and public official inquires to Corporate Communications (refer to the *Emergency Response Contacts*) or at Media@labcorp.com in Burlington, NC. Beyond referring the inquirer to our corporate office, employees shall not engage in any other conversation with the media; make comments whatsoever, including “no comment” responses; or invite the press onto LabCorp premises. LabCorp maintains a policy of no photography or videotaping on company premises without the prior approval of Corporate Communications. Additionally, the LabCorp Media Policy is available in electronic form on the LabCorp OneWorld homepage in the lower right hand corner under “All Media Inquiries.”

3. Incident rally point and command center

The initial incident/disaster rally point will be the same as the fire evacuation rally point, which is located in the grassy area northwest of the northwest corner of the 10430 furnace road building. Managers should take head counts of all employees reporting top them to ensure all personnel are accounted for.

Figure 2 Incident Rally Point



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Once head counts have been completed, instructions will be given by management as to the best course of action for employees. An incident command center will be set up at the LabCorp facility located 14010 Smoketown Rd Suite 101 Woodbridge VA 22192 (703-670-3061), which is located 6.4 miles from Bode Cellmark. This will also serve as the backup rally point if the immediate area surrounding the 10430 building is unsafe. The command center will serve as the offsite meeting point for the Emergency Response Team as well as staff deemed critical to the emergency response efforts. The backup command center and tertiary rally point is the Hampton Inn located at 1240 Annapolis Way, Woodbridge, VA 22191 (703-490-2300) which is 2.3 miles from Bode Cellmark.

4. Treatment of water damaged materials

Due to the necessity of immediate action, primary emphasis of this plan is on the salvage of **water damaged materials**. Short of destruction by explosion or fire, damage to evidence or records resulting from water is probably the most severe. Virtually any wet document can be restored if prompt and proper action is taken. Exceptions are documents which contain very water soluble ink; these documents should be microfilmed. Although the specific methods for salvaging small amounts of material may differ from the methods for salvaging large amounts, the same general procedures may be used for any type of water damage. Quick response to wet documents is key in preventing mold & degradation.

5. Treatment of evidence and records without freezing

After the Emergency Response Team decides which material can be dried without freezing, drying rooms should be set up away from the affected area(s). If the air conditioning equipment and humidity controls used in the Archives stack area are still working, the drying of records should take place in this portion of the building. Relative humidity of 35-50% is optimum. Electric fans should be used to circulate air on the documents. Work surfaces should be covered with plastic sheeting. Very little cleaning should be attempted on wet records that will not be frozen. After the documents are dry, muddy records can be brushed to remove the dirt. Attempting to remove mud while paper is wet forces the dirt deeper into the paper's fibers.

Bound volumes should be interleaved with blank newspaper or paper towels, changing the blotting material as frequently as possible and as often as necessary until dry. When partially dry, the volumes may be fanned if the pages are strong enough to support the book standing on end. Wet volumes containing coated pages should not be allowed to air dry; they will stick together permanently.

6. Treatment of evidence and records to be frozen

For stabilizing and restoring a large volume of water damaged materials, freezing documents at low temperatures (below 20°F) is the most effective method. Cold storage provides accessible and inexpensive space in which a large volume of material can be stabilized in the condition it was found, preventing further deterioration while awaiting treatment. It also provides time to assess the damaged material and to restore the building or stack area(s) affected.

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The procedure by which the damaged records will be dried determines the way they should be packed for freezing. If only a small volume of material is frozen, it is economically more feasible to send the records to a local refrigeration unit and air dry them later by staff personnel. Bound volumes should be wrapped in freezer or wax paper to prevent their sticking to each other. Groups of textual records are wrapped in the same type of paper in packages not to exceed two inches in thickness. All bundles and volumes should be labeled, and the information recorded in a notebook.

If a large volume of holdings is damaged, the least expensive and most successful method for drying is vacuum or freeze drying. This technique allows the water to pass from the frozen to the vapor phase without going through the liquid stage. It is also effective in reducing stains on documents and odor caused by smoke. Vacuum drying should always be used with water damaged materials infested with mold at the time of freezing, as the records can be sterilized at the end of the drying process at little additional cost.

In cases of massive destruction, either conveyor belts or a human chain should be used to move the damaged material. If possible, the material should be packed onsite in an adjacent dry area. Two teams containing the same number of members should be organized, one to collect the damaged evidence and the other to pack the records.

Large volumes of wet material should be moved directly from the building to the freezing facility, preferably in refrigerated trucks. For small collections of documents, dry ice may be used to freeze material for transport in un-refrigerated trucks to the freezing facility. Gloves should be worn when handling dry ice.

After materials have been sent to the freezing facility, stack areas should be repaired and sterilized. As large collections have been safely kept in a frozen state for as long as 6 years, there is ample time to reestablish those conditions. During the period that the records are stored at a freezing or drying facility, a designated member of the Emergency Response Team should be responsible for ensuring the proper security and protection of the evidence, documents and records.

7. Treatment after drying of evidence and records

After the critical drying operation is over, all returned dry material should be placed in the storage area and separated according to the different degrees of repair or restoration needed. Some documents, evidence, and records may have escaped damage while others may require cleaning, flattening, or minor repairs.

Before being returned to their original locations, the records should be monitored daily for several weeks to ensure that mold or fungus has not developed. Random monitoring should continue at regular intervals for at least a year after re-shelving.

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8. Documentation of disaster and salvage operations

In the event that a disaster does occur, a post-disaster assessment report should be written to determine the effectiveness of the recovery techniques utilized. Extensive photographs and written records of the conditions of the building and the procedures followed should be kept. It is also important to document all resources used to cope with a disaster, including personnel, materials, time, and expenses. This documentation can be important in helping to obtain emergency budgetary funds.

9. Samples in process

The level of damage and areas of damage to the facility will dictate how samples that were in process at time of the disaster will be addressed. In instances of small incidents where laboratory operations can commence within 48 hours, samples will continue their traditional sample processing tracks with all applicable delays in processing conveyed in case notes. For larger incidents where laboratory operations are interrupted for greater than 48 hours, appropriate actions will be taken for each sample, dependent on what stage of processing it is currently in. The exact action plan for individual samples will be handled on a case by cases basis based on individual protocol SOPs and with coordination from QA and technical management personnel.

The processing of samples that were in process at time of incident (and processing of new samples) can resume once laboratory operations commence. The following are required steps in order for laboratory operations to commence

- Building structural/electrical infrastructure approval
- Instrumentation checks and verifications
- Reagent QC checks and verifications
- Laboratory cleaning and swipe testing
- Laboratory Manager sign off
- QA Manager sign off
- Technical Lead sign off
- Director sign off
- General Manager sign off
- Delivery of report on resumption of operations to clients
- Client sign off

10. Clients and vendors

Communication with clients and vendors is a critical aspect of the Business Continuity Plan. Clients will be informed on current status of the facility, status on any affected work, potential delays in current scheduled deliverables, and timelines for resumption of services. Clients may schedule a site visit to evaluate and/or pick up evidence as soon as the area and building are declared safe. Clients may also be notified by use of photographs via a custom FTP site, phone call or by skype, if available. Members of the ERT team will work with the Director of Sourcing & Procurement for Lab Corp to order any major vendor replacement or surplus supplies needed from vendors replace damaged or destroyed items and go resume lab operations.

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Lab Corp contact and Clients

- Refer to the *Emergency Response Contacts* for personnel and client names and contact information.

Key Vendors

- Life Technologies (ThermoFisher Scientific)
 - <https://www.thermofisher.com/us/en/home.html>
 - 800-955 6288
- Promega Corporation
 - <http://www.promega.com/>
 - 800-356-9526
- Qiagen
 - <https://www.qiagen.com/us/>
 - 800-362-7737
- Fisher Scientific
 - <https://www.fishersci.com/us/en/home.html>
 - 800-766-7000

11. Roof water leaks

Upon discovery of a roof water leak in the evidence storage area, laboratory, or server room, employees should contact supervisors or a member of the Emergency Response Team. At this time, the building owner should be contacted for repair. Immediate action is to be taken to determine exactly where the leak is occurring and what measures are to be taken to prevent water damage to evidence or records until a permanent repair is made. Plastic sheeting is to be immediately placed on the top of the storage units near the leak. Pails and buckets may be needed to collect water. Constant monitoring of the situation is needed to see if any additional leaks occur, and to empty the buckets as necessary. If evidence or records are being damaged by leaking water, remove them to a safer dry area. The correct shelf location should be written on the respective label of each box removed.

Roof leaks may occur at times other than during a heavy rain. One should check for leaks during and after periods of heavy winds. Rainwater that has collected on the flat roof may seep through one of the roof seams. Water may also seep through one opening, but flow within one for the many grooves on the roof and eventually fall several feet away from the actual point of entry. Condensing and air handling units located on the roof of the facility may also require examination as they have often been the source of roof leaks.

12. Sprinkler head damage

The Emergency Response Team must be alerted immediately in the event that a sprinkler head is activated due to an accident or malfunction. Immediate steps must be taken to close off the system water supply in order to prevent water damage to records, evidence and/or property.

The water supply to the sprinkler system may also be shut off by closing the appropriate outside post indicator valves in the valve houses.

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13. Prolonged power outage

A power outage is usually a short-term inconvenience, and not a major emergency. However, in the event of an extended power outage lasting more than one day, textual records and evidence may be vulnerable to damage. Paper is sensitive to changes in air temperature and the amount of water vapor in the air. Rapid changes in temperature and relative humidity over a short period of time will accelerate the irreversible deterioration process. High temperatures and/or low relative humidity may cause textual records to become brittle and crack. High relative humidity may cause textual records to warp and promote the growth of mold and mildew.

In the event of a prolonged power outage, every effort must be made to maintain proper temperature and relative humidity levels. The Facilities Manager should be contacted in any case of prolonged outage.

Bode Cellmark has sufficient power generators to maintain office operations during day light hours. Good air circulation is important. Temperature and relative humidity levels should be checked. If the power outage continues for an extended period, place extremely valuable or fragile evidence and records in a location that will maintain the desired temperature (70°F. +/- 5 degrees) and relative humidity (50% +/- 5%). After power is restored, temperature and relative humidity should be gradually brought to normal levels.

14. Proprietary testing equipment

Currently, there are no proprietary testing equipment located at Bode Cellmark. For all other instrumentation, instrument performance verification checks will be performed for any affected pieces of equipment. Service calls with the appropriate vendors will be made to remedy any instrumentational issues. Bode Cellmark's laboratory operations features numerous levels of redundancy for key instrumentation models so it likely operations will be able to continue as long as the laboratory is not a total loss.

15. Facility integrity and security

In the event of a major disaster at the facility, priority must be placed on facility security. Should there be any evidence of damage to the building structure (i.e., perimeter walls or roof) which would allow unauthorized access; immediate security precautions must be taken. The affected area should be cordoned off and security personnel obtained to maintain 24-hour protection until building repairs can be made. The facility overview drawing details locations and evacuation routes for building employees. The Tyco security panel is located at the front entrance inside the reception area and at the rear of the facility in the loading dock.

16. IT recovery

In the event of a disaster, refer to the LabCorp IT Disaster Recovery Plan for additional information including:

- Procedures for powering down IT equipment
- On-site and remote server access

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- Email access

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Part V – Emergency Service Numbers

A) Local Emergency Contacts

- Fire, Police, Medical Emergency: 911

B) I95 Business Park Management

- 703-690-7234

C) Fire Department Location and Non-Emergency Numbers

- Lorton, Station 19
7701 Armistead Road
Lorton, VA 22079-1914
703-339-5141
- Gunston Road, Station 20
10417 Gunston Road
Lorton, VA 22079-3926
703-339-5970
- Crosspointe, Station 41
9610 Hampton Road
Fairfax Station, VA 22039-2813
703-493-8990

D) Police Department Location and Non-Emergency Numbers

- Franconia District Station
6121 Franconia Road
Franconia, Virginia 22310
703-922-0889
- West Springfield District
Station 6140 Rolling Road
Springfield, Virginia 22152
703-644-7377

E) Utilities

- Electric – Dominion Power (Virginia)
 - 888-366-4357
- Gas – Washington Gas
 - 703-750-1400
- Water – Fairfax Water
 - 703-698-5800
- Sewer – Fairfax County Public Works' Sanitary Sewer Information
 - 703-324-5015

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F) Security

- Johnson Controls
 - 800-289-2647

G) Fire Suppression

- Chesapeake Protection Services, Inc.
 - Direct: 443-704-1061
 - Main: 410-674-7577

H) Heating and Cooling

- AA Dependable Air
 - 301-274-3093

I) Electrical Repair/Service

- Quality Electric
- 703-525-2488

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Part VI – Emergency Equipment and Supplies

The Bode Cellmark total building renovation recently concluded and an updated supply/stock/location of emergency equipment and supplies is ongoing. A collaboration of safety, QA, security, and facilities personnel are working on current supply inventory, location and new placement of emergency equipment, identification of supply or equipment gaps, ordering items when need, and creating new disaster recovery packs. It is anticipated this work will be completed by mid-2019 and detailed listings and maps will be provided in this section of the plan upon completion of the work.

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LOGISTICAL COORDINATION PLANS

6. Logistical Coordination Plans (10 points) – Each Vendor’s technical proposal must include a Logistical Coordination Plan. This plan must describe measures and actions the Vendor’s laboratory will execute to obtain possession of DNA evidence while also meeting chain of custody requirements. Measures and actions may include overnight mail or express service delivery (e.g. UPS, FedEx type service), secure vendor pick up and drop off of evidence, City of Greenville staff pick up and drop of evidence and related activities. Higher scores will be provided to Vendors that demonstrate the fast, secure and cost effective means to process, analyze and return evidence. Section 7.2 (d)

Bode Cellmark provides a copy of Logistical Coordination Plan (Property and Evidence Manual) within this section. The Logistical Coordination Plan (Property and Evidence Manual) also includes policies regarding maintaining Chain of Custody as referenced in Section 7.1 b).



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1.0 Introduction

This manual is compiled to provide insight and guidance on the property and evidence handling methods in place at Bode Cellmark.

2.0 Scope

The Property and Evidence Manual is designed to ensure that evidence and reference materials received by Bode Cellmark are handled and maintained in such a way as to protect the integrity of the evidence. This procedure addresses the circumstances that will be encountered from receipt of evidence to final disposition of evidence. The Evidence Management Section is responsible for administering the program and all employees who encounter forensic evidence or reference materials must follow the outlined procedure.

3.0 Definitions

- 3.1 Evidence Management Section (EMS): Trained property/evidence specialists and evidence technologists who are responsible for chain of custody tracking for all forensic evidence and reference samples, from receipt through return to sender. Members of the EMS also maintain the evidence room and control access to the evidence room.
- 3.2 Evidence: Includes items submitted to the laboratory that may be assigned to a casework or human identification group for processing, and samplings from evidence items prior to DNA extraction.
- 3.3 Non-evidentiary reference materials: Includes samples processed by the databanking group. Some databanking projects are related to human identification projects and these samples can be considered as reference material.
- 3.4 Work Product: Includes leftover substrate from samples after DNA extraction, extracts, amplification product, electrophoresis set-up samples or any other procedural by-product not deemed suitable for long-term storage or future processing.

4.0 General Considerations

- 4.1 The only individuals authorized to conduct initial case consultations are the director, managers, technical leader(s), and supervisor(s). Non-technical consultations may be conducted by client services personnel and technical account managers. All correspondence concerning a case should be documented in the case file.
 - 4.1.1 Discussing Evidence and Reference Materials
 - 4.1.1.1 Evidence and reference materials will only be discussed on a need to know basis at Bode Cellmark.
 - 4.1.1.2 The client's confidentiality will be respected at all times.

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4.1.1.3 See BT00064 – *Access to Laboratory Documentation* for guidance on the release of case information to non-Bode Cellmark employees.

4.1.2 Whenever possible, a portion of the evidence sample or extract will be retained for additional testing. If this is not possible, the client will be notified, and written approval to consume the sample will be obtained prior to performing testing.

5.0 Submission of Forensic Evidence and Reference Material

5.1 Submissions expected to arrive at Bode Cellmark should be entered onto the Evidence Deliveries Notification Board.

5.1.1 EMS will contact client services or the appropriate section supervisor if submissions are received without prior notification.

5.1.2 When evidence that is posted on the board is not received, EMS will contact the appropriate section supervisor.

5.2 Electronic manifests or case submission forms should be attached to the entry when posted on the Evidence Delivery Notification Board.

NOTE: The manifest or case submission form may also be submitted with the evidence submission packaging.

5.2.1 For high throughput casework/databanking/human identification: An electronic or hard copy manifest must be submitted with each shipment. If a manifest is not received, EMS or client services personnel must contact the submitting agency and obtain one before the shipment can be accessioned.

NOTE: It is highly encouraged, before initiating a contract, to require an electronic manifest.

5.2.2 For customized casework: A complete case submission form must be submitted with each case. If a case submission form is not received, EMS or client services personnel must contact the submitting agency and obtain one before the case can be accessioned.

5.3 Bode Cellmark may receive evidence via a common carrier (e.g. FedEx, USPS, UPS) or in person.

NOTE: It is highly encouraged to send evidence with tracking services provided by the common carrier in order to better maintain the integrity of the evidence.

5.3.1 Evidence or reference materials that arrive via common carrier are accepted and signed for by whoever normally receives all company materials or by EMS.

5.3.2 When evidence or reference materials are received by someone other than EMS, the items should be immediately brought to the evidence room.

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5.3.2.1 If EMS personnel are not available, transfer the items to a secure evidence locker and completely close shut (once locked, the locker is only accessible through the evidence room).

5.3.2.1.1 Notify EMS of this transfer by documenting the locker number, sender name, number of packages, and time submitted to the locker(s) by emailing the 'Evidence Team' group email.

NOTE: If the package(s) do not fit inside an evidence locker, contact the technical leader(s).

Sections 5.4 through 5.7 are performed by EMS or a trained designee:

5.4 Upon receipt of evidence, carefully examine the packaging to ensure the integrity of the packaging and seal.

5.4.1 If a package is not properly sealed or otherwise appears that the integrity of the evidence may have been compromised (e.g. leaking) photograph the package immediately and document in a case note and send a copy of the case note to the project leader and/or supervisor.

5.4.2 Packaged evidence received by Bode Cellmark that is not properly sealed, whereby the integrity of the evidence may have been compromised, may be returned to the submitting agency untested. Consult the technical leader(s), section supervisor, or laboratory director to make this determination.

5.5 Upon receipt of reference materials, carefully examine the packaging to ensure sample integrity.

5.5.1 Reference material packaging does not require a proper seal and will be maintained by the EMS in the same manner in which it was received.

5.6 Retrieve any documentation from the package containing the evidence or reference materials and cross check the case submission form or manifest with the packages received. Note any discrepancies. Relationship testing client authorization forms should be evaluated for completeness and signatures. EMS may attempt to resolve discrepancies directly with the client, or may consult with the section supervisor, technical leader(s), or laboratory director.

5.6.1 Any obvious alterations or suspected misinformation on the relationship testing client authorization forms will be reported to the section supervisor. The supervisor will then contact the client or embassy representative associated with the case.

5.6.2 Any payment submitted with evidence shall be sent directly to the Accounting department for processing and the supervisor contacted.

5.7 Enter or update the submission on the Evidence Delivery Notification Board.

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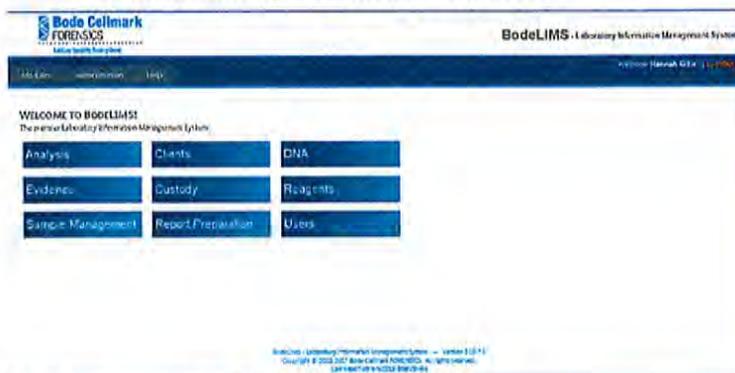
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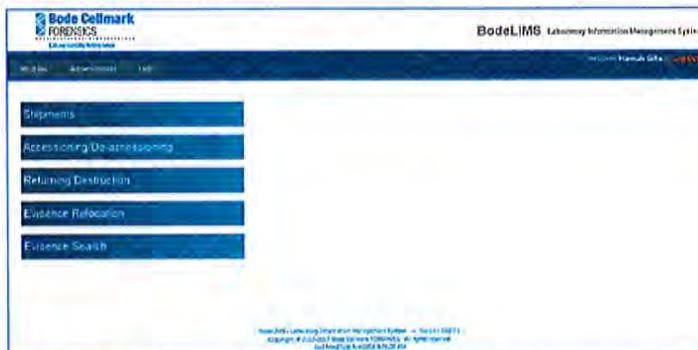
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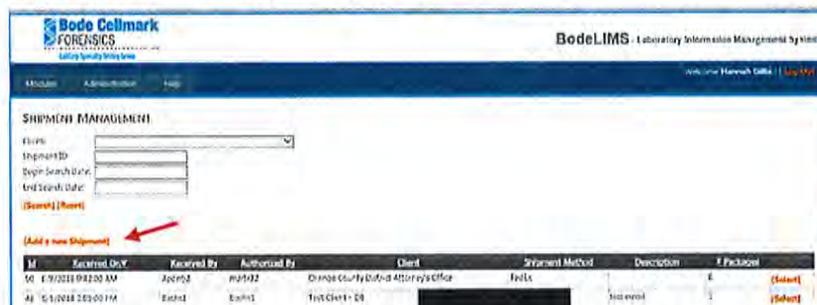
- 5.8 Uploading a shipment into BodeLIMS: An authorized user will log into BodeLIMS: <http://bodeapps1/BodeLims/> and record the packages received by EMS within the “Evidence” module.



5.8.1 Select Shipments.



- 5.8.2 Click [Add a new shipment] and fill in the requested information, then click[Save].



NOTE: If the package is being accepted in real time, for time/date you can click the Received On box, click [Now] and then [Done]. Otherwise, the time should

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accurately reflect the common courier's tracking information. Description and comments fields are optional, but it is recommended to list a description to help identify the package.

5.8.3 Once saving, you will have the option to describe all packages that arrived with the shipment, to the right (see box 1).

NOTE: If more than one sealed package arrived with the shipment, it is required to describe the different packages on the right. If only one sealed package arrived with the shipment, it is only recommended to describe the package.

The screenshot displays the BodeLIMS interface. The top navigation bar includes the Bode Cellmark Forensics logo, the word "TEST", and the system name "BodeLIMS Laboratory Information Management System". Below the navigation bar, there are tabs for "Main Menu", "Administration", and "Help".

The main content area is titled "SHIPMENT DETAILS" and contains a form with the following fields:

- Shipment Method: [FedEx]
- Number of Packages: [1]
- Tracking Number: [810294757413]
- Shipment (Person): [Available]
- Insured By: [Wanda Throck]
- Received On: [10/27/2018 9:10 AM]
- Client: [Farmington]
- Disposition: [PAP - Box 2]
- Comments: [Empty text area]

At the bottom left of the form, there are three buttons: "[Add/View Items]", "[Add/View Attachments]", and "[Transfer Shipment]".

To the right of the shipment details, there is a section titled "Box 1" containing a table with two columns: "Field Name" and "Field Value". The table has three rows:

Field Name	Field Value
Storage Conditions	
Minimum Package	
Description	

Below the table, there is a red button labeled "[Add] [Cancel] [Refresh]".

Below the "Box 1" section, there is a section titled "Box 2" with the same three buttons as "Box 1": "[Add/View Items]", "[Add/View Attachments]", and "[Transfer Shipment]".

At the bottom of the page, there are three buttons: "[Save]", "[Advanced]", and "[Back]".

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5.8.4 If the custody of the package is listed as “Received By” a staff member that does not have EMS accessioning privileges, the package will not be able to be accessioned when authorizing. To record the transfer of the package to EMS click [Transfer Shipment] (see box 2 above). The Custody Recipient must be available to type in their password to verify the transfer of the package. If the date and time of transfer are not recorded, the transfer will not save when clicking [Save]. Both the date and time of transfer and the custody recipient must be completed before saving the transfer.

NOTE: Any transfers of the package that occur from the time of acceptance at Bode Cellmark to arrival at EMS must be recorded in this fashion to maintain the Chain of Custody.

5.8.5 After all shipment details have been accurately recorded for the package, it may be authorized to release for accessioning. If the package is authorized before all information is accurately recorded, these details cannot be altered at a later time. You can however, click [Save] to update your progress as many times as needed.

5.8.6 After saving, click the back button to return to the Shipment Management screen.

6.0 Documenting Chain of Custody and Maintaining Custody

All samples associated with forensic evidence and reference materials must have a fully documented and carefully executed chain of custody. The chain of custody will be maintained for each forensic case or non-evidentiary reference material shipment and begins upon arrival of samples at Bode Cellmark. All original chain of custody records will be printed in color and copies of the original will be black/white only or stamped with “copy”.

6.1 Chain of custody documentation must be initiated upon receipt of evidence or reference materials.

6.1.1 Only approved electronic or hard copy chain of custody form templates may be used.

6.1.2 Complete the following sections of the chain of custody upon initiation: Method of delivery, date of delivery, time of delivery, person receiving, condition of packaging, and carrier tracking number.

6.1.3 Document the transfer of the receiving individual to the EMS personnel as the first transfer and record the reason for the transfer (e.g. “Storage/Accessioning”). If the time between arrival at Bode Cellmark to delivery to EMS is greater than 30 minutes, or items are left unattended, a case note will be created.

6.1.4 Place the evidence or reference materials in the evidence storage room and note the location of the items (e.g. shelf location, refrigerator, or freezer) on the COC in the “Reason” box.

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- 6.1.5 Notify all section supervisors, directors, technical leader(s), and laboratory director that the forensic evidence or reference materials have been received.
- 6.2 Evidence or Reference Materials Delivered by Hand
 - 6.2.1 Items delivered by hand (e.g. by a member of a law enforcement agency or laboratory) should follow the same procedure, except that the chain of custody form must be printed and countersigned by the person delivering the evidence at the time of delivery.
- 6.3 Preparing a Case File Folder (Customized Cases and Proficiency Tests only)
 - 6.3.1 Obtain a file folder and preprinted case number label (if available). Place the correct label on the folder tab or write in the case number.
 - 6.3.2 For proficiency tests, place a copy of the completed chain of custody form (stamped with "copy") and any associated documentation into the file folder. The file folder will stay with the evidence and reference material in the Secure Evidence Room until the analyst assigned to the test comes to pick it up.
 - 6.3.3 For customized cases, the COC is scanned into the folder associated with the case on the appropriate network folder and only the associated paperwork is placed into the file folder. The folder is then given to the section supervisor or designee.
 - 6.3.4 All original chain of custody forms will remain with EMS and final disposition will be recorded on the final chain of custody upon return of the evidence. This copy will be provided upon discovery or client requests.
- 6.4 Evidence or reference materials that are in the custody of one EMS employee will be considered in the custody of all EMS employees. All EMS employees hold the same position and responsibility for accountability and storage of evidence and reference materials. Therefore, it is possible for one EMS employee to receive evidence or reference materials and a different EMS employee to transfer the same evidence or reference materials. When an EMS employee receives or releases evidence or reference materials, "for EMS" should be added when signing the chain of custody form, signifying that custody is being transferred to or by EMS.
- 6.5 The section supervisor, technical leader(s), or laboratory director will assign cases or shipments to laboratory personnel.
- 6.6 Requests to pick up or return evidence/reference material to EMS must be made using the "Request for Evidence II" board, which can be found on the Bode Cellmark homepage. The EMS will transfer custody of the evidence or reference materials to the requesting personnel for inventory or laboratory processing.
- 6.7 Transfers of evidence may be made from EMS to laboratory personnel, or vice versa, and

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between laboratory personnel in the laboratory.

6.7.1 If a transfer is laboratory personnel, an in-lab transfer form must be supplied by the EMS to the laboratory personnel for recording such transfers.

6.7.2 Once all blank spaces on an in-lab transfer form are filled in, exchange the completed form to obtain a blank one from EMS.

NOTE: EMS requires the 'full' in lab transfer form be submitted prior to issuing a blank in lab transfer form.

6.7.3 EMS will document all in lab transfer forms at the time each is initiated, indicating at a minimum when the lab transfer form was initiated, to whom it was issued and the page number of the in lab transfer.

6.7.4 Each time a transfer is made from an analyst or a technologist to EMS, the in lab transfer form(s) must be returned with the evidence.

6.7.5 Any in lab transfer forms not used during processing must still be returned to EMS along with the evidence. EMS will destroy any unused forms.

6.8 Custody transfers are the responsibility of all staff members signing the chain of custody forms. Each time a transfer of custody occurs between staff members, both members must verify the Bode Cellmark case numbers and the number of items being transferred prior to signing the chain of custody form.

6.9 Custody transfers are conducted in casework (CW) LIMS for all casework items and documented on chain of custody forms.

6.9.1 To transfer in CW LIMS, log into CW LIMS using a personalized Network Login User Name and Password.

6.9.2 Click on the "Evidence" module.

6.9.3 Select the "Transfer Custody" sub-module.

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- 6.9.4 Enter the “Evidence UPC.” This can be the package identification, shipment number, or specific case number. Click “Get Custody.”
- 6.9.5 All cases/items associated with the chosen UPC will appear in the box to the right of the screen. Select the items to be transferred by clicking on the check box beside each item.
- 6.9.6 Pick the appropriate “Destination” and “Reason” for transfer using the drop down field associated with each (e.g. the destination of the evidence is the Pre-Amp Laboratory for the reason of analysis).
- 6.9.7 The personnel receiving the evidence must enter personalized Login User Name and Password credentials into the “Recipient’s Login Username” and “Recipient’s Login Password” fields.
- 6.9.8 Click the “Transfer” button. CW LIMS will show a successful transfer notification in red on the top left side of the screen. CW LIMS will also show the name of the employee who now has custody to the right of each item.

NOTE (1): Transfers are not conducted within databanking LIMS.

NOTE (2): Analysts and technologists part of the databanking team may accept and return reference material as part of the entity “for DB.”

NOTE (3): Transfers are not conducted in casework LIMS for the purposes of

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extract return, slide repackaging, or other purposes related to preparing the evidence for final disposition after the results have been reported.

- 6.10 If evidence in the laboratory is needed for processing or return and the custodial analyst or technologist is unavailable, the laboratory director or technical leader(s) may perform transfers in place of the custodial analyst or technologist.
- 6.11 Transfer of cuttings/samplings (applies to casework/HID groups only):
 - 6.11.1 If cuttings or other samplings of evidence items are being transferred between two different analysts (e.g. from a forensic biology analyst to a forensic DNA analyst for extraction purposes), a transfer of evidence cuttings form will be used and placed into the corresponding case file folder and/or the "Core Forms" binder when completed.
 - 6.11.1.1 For hand to hand transfers: Both analysts will sign and indicate the date and time of the transfer (all must be handwritten at the time of transfer).
 - 6.11.1.2 For transfer via the temporary evidence storage room or secure refrigerator or freezer: The analyst depositing the samples in storage will secure the samples (enclose in box or bag), sign and indicate the date and time of transfer into storage (handwritten at the time of transfer). The analyst removing the samples from storage will sign and indicate the date and time of transfer out of storage (handwritten at the time of transfer).
 - 6.11.2 If during the course of sampling, a sample is created and packaged in a new package that is separate from the original evidence packaging, this changes the total number of packages listed on the COC. A transfer of cutting form must be initiated listing the samples contained in the new packages. This form will then be returned to EMS and will become part of the official chain of custody.
- 6.12 Upon final disposition, EMS will finalize the page numbering for each chain of custody and associated in lab transfer forms.
 - 6.12.1 Each chain of custody and associated in lab transfer forms will be page numbered separately.
 - 6.12.2 Chain of custody forms will be page numbered with page 1 of X, 2 of X on each page of the document as appropriate.
 - 6.12.3 If there are any in lab transfer forms associated with the chain of custody, the in lab transfer forms will be page numbered 1 of Y, 2 of Y on each page of the in lab transfer form as appropriate.

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6.12.4 The final number of in lab transfer pages will be indicated on the first page of the chain of custody form under the 'In lab transfer' field (e.g. '4 pages').

NOTE: If there are not any associated in lab transfer forms, updated the 'In lab transfer' field on the first page of the chain of custody form with "No".

7.0 Accessioning

NOTE(1): All outer packaging for any samples received by any casework or databanking client will be maintained in the secure evidence room until it is confirmed that all samples are accounted for after accessioning is completed, before disposal of the outer packaging.

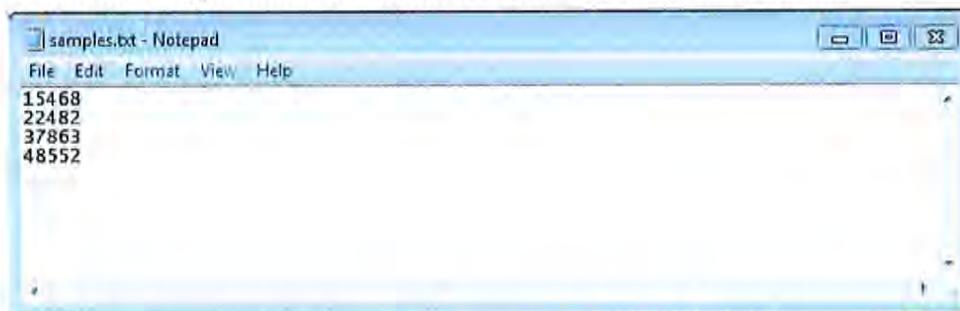
NOTE(2): With the exception of containers, the removal of outer packaging for individual samples must be done separately from the accessioning process.

NOTE(3): The shipping label will be scanned, photographed or removed from the packaging and maintained behind the COC.

Steps 7.1 through 7.4 are for databanking BodeLIMS only.

7.1 Prior to accessioning, the electronic manifest sent by the client is used to inventory the shipment, and checked for discrepancies. An internal manifest is created that is uploaded into BodeLIMS. If any discrepancies are found, the project leader and/or supervisor is notified by EMS.

7.1.1 To create the internal manifest, open a new notepad document and copy and paste the client's sample numbers into the notepad. Do not include a header.



7.1.2 Check case numbers for formatting consistency, making any necessary corrections.

7.1.3 Save the file on the desktop.

NOTE: After samples are accessioned, this file may be deleted.

7.2 Upload the saved notepad file into casework LIMS. All items to be processed by the databanking group will be entered into BodeLIMS.

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NOTE: Human identification and casework reference samples may be processed by the databanking group.

7.3 Navigate to Evidence → Accessing/De-Accessioning

7.3.1 Search by shipment ID or client and date received to find shipment entry for manifest upload, click [select] to the right of the shipment.

7.3.2 Select [Upload Manifest], then [Browse], navigating to the .txt manifest. Click [Upload].

7.3.3 Verify the number of expected samples to the number of samples on the manifest.

7.3.4 If there is a discrepancy with the number, click [Delete] next to the manifest. Remake the manifest and re-upload.

7.3.5 Click [Accession Samples].

7.3.6 Select the manifest file name from the drop down on the left.

7.3.7 If barcodes need to be printed, for all samples check the [Sample #]. If only a select number of samples need barcodes printed, check the box next to only those samples.

7.3.7.1 Click [Print Barcodes], then barcode each applicable sample.

NOTE: If reference samples are not barcode labeled by the submitting agency or if the barcodes are not compatible with barcode scanners, then barcode labels must be created by EMS. If barcodes are added to samples by EMS they must be verified by another individual. A sticker label is placed on the box to note the initials of the person who applied the barcodes, the person who accessioned the samples, and the person who verified that the barcodes were applied correctly. These individuals are responsible for ensuring there are no discrepancies between the applied barcode and the agency number on the packaging.

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7.3.8 Identify the sample type, and Package, if applicable. Type the EMS storage location.

7.3.9 Click inside the Barcode box and scan in the samples.

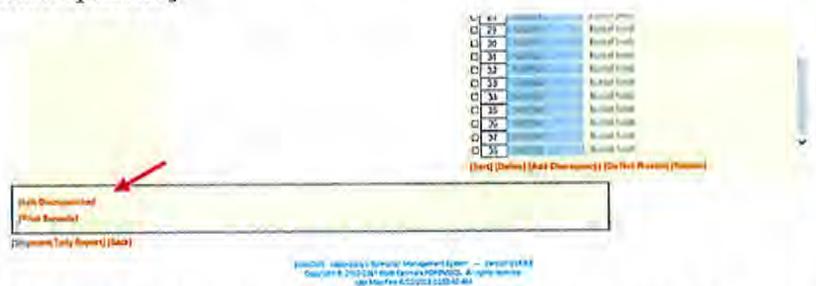
7.3.9.1 If a discrepancy is identified, a yellow box will appear around the discrepant sample.

7.3.9.2 If the wrong barcode was scanned, or a barcode double scanned, or the input is incorrect, click the check box next to the sample and click [delete] at the bottom.

7.3.9.3 If a true discrepancy is identified, contact the project lead/section supervisor.

NOTE: Samples with discrepancies will not be releasable until a resolution is applied to the sample.

7.3.9.4 Once a resolution has been identified for the discrepancy, select [Edit Discrepancies].



7.3.9.5 Check the box next to the discrepant sample and select the appropriate Resolution from the drop down.

7.3.9.6 Click [Resolve>>] to move the sample to the right hand side. Do this with all discrepancies in the manifest.

7.3.9.7 Click [Return to Accession List].

7.3.9.8 Once all samples are scanned and all discrepancies resolved, select the check box at the top of the scanned samples. Uncheck any discrepant samples that are not to be accessioned.

7.3.9.9 Click [Release].

7.3.9.10 Click [Back] and select [Discrepancy Report] to see a record of discrepancies listed by manifest within the shipment. If samples were created without a manifest (as in the manifest had the wrong sample ID) then they will be acknowledged in a separate section from those

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discrepancies on the manifest. Review report for accuracy, save it, and send it to the project lead and supervisor.

7.4 Shipment Tally Report

7.4.1 Click [Shipment Tally Report]

7.4.1.1 Review the report and verify the listed information.

7.4.1.2 If there are samples not accessioned, that will be reflected in the report. If samples were created without a manifest (as in the manifest had the wrong sample ID) then they will be acknowledged in a separate section from those discrepancies on the manifest.

7.4.1.3 Save the report and send it to the project lead and supervisor, letting them know the shipment is ready to be picked up for processing.

Sections 7.5 through 7.7 apply to Casework, Relationship Testing and Human Identification:

7.5 Prior to accessioning, the electronic manifest sent by the client is used to inventory the shipment against the manifest, checked for discrepancies, and an internal manifest is created that is uploaded into LIMS. If any discrepancies are found, the project leader and/or supervisor is notified by EMS.

7.5.1 To create the internal manifest, open a new notepad document and type the word "samples" or other appropriate title.

NOTE: Casework LIMS will not read the first line of the file.



7.5.2 Copy and paste the client's case numbers into the notepad file under the title.

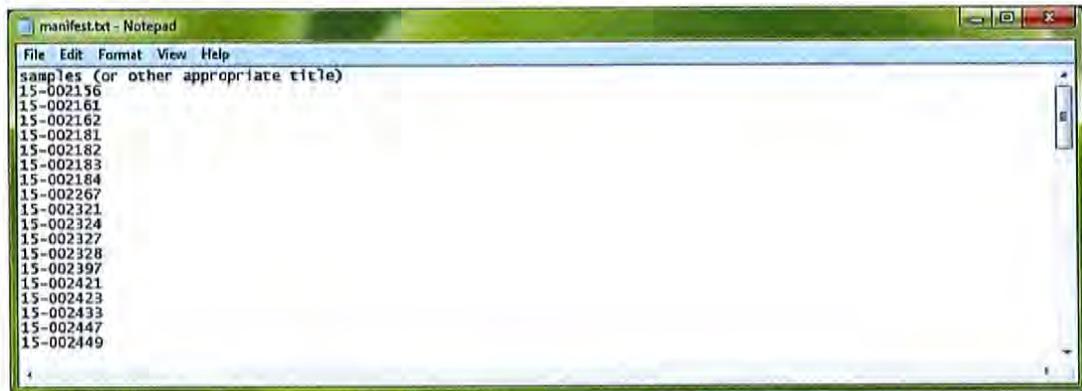
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7.5.3 Check case numbers for formatting consistency, making any necessary corrections.

7.5.4 Save the file on the desktop.

NOTE: After samples are accessioned, this file can be deleted.

7.5.5 Upload the saved notepad file into casework LIMS. All items to be processed by the casework or human identification groups will be entered into casework LIMS.

NOTE: Human identification and casework reference samples may be processed by the databanking group.

7.6 Casework Manifest Upload

NOTE (1): Case/sample naming conventions vary by client. Consult a supervisor, technical leader(s), or laboratory director if assistance is needed.

Log into casework LIMS using a personalized Network Login User Name and password credentials. A link to casework LIMS can be found on the Bode Cellmark intranet homepage.

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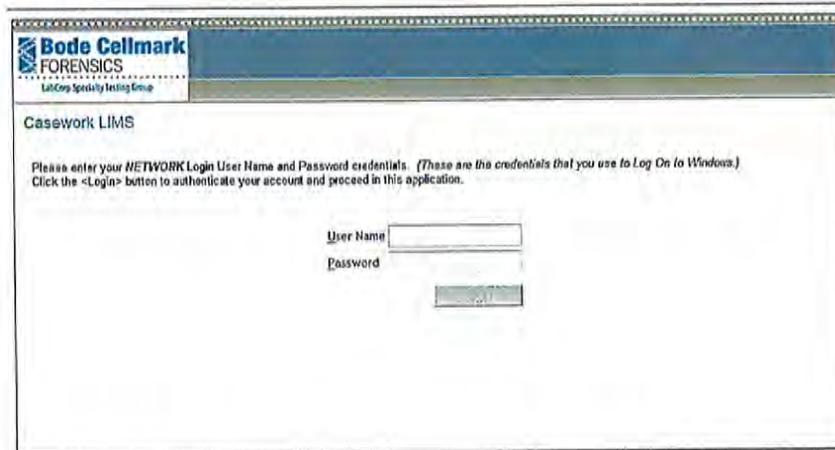
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Bode Cellmark
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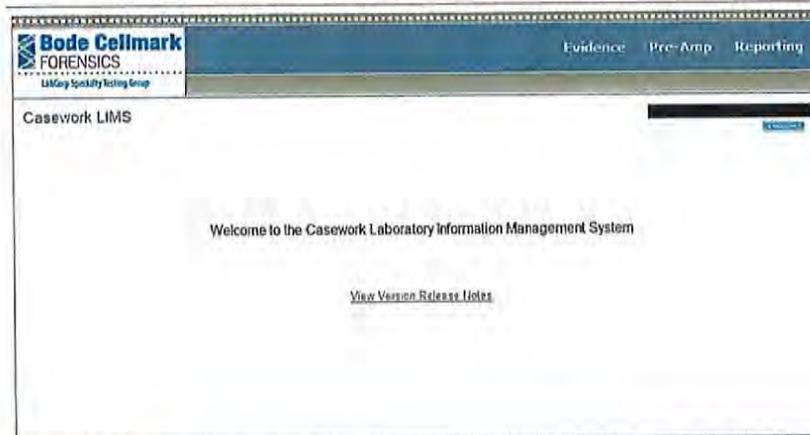
Casework LIMS

Please enter your NETWORK Login User Name and Password credentials. (These are the credentials that you use to Log On to Windows.) Click the <Login> button to authenticate your account and proceed in this application.

User Name

Password

Once logged in, click on the “Evidence” module. Four new sub-modules will appear: “Receive Shipment,” “Manifest Upload,” “Accessioning,” and “Transfer Custody.”



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FORENSICS
LabCorp Specialty Testing Group

Evidence Pre-Amp Reporting

Casework LIMS

Welcome to the Casework Laboratory Information Management System

[View Version Release Notes](#)



Bode Cellmark
FORENSICS
LabCorp Specialty Testing Group

Evidence Pre-Amp Reporting

Receive Shipment Manifest Upload Accessioning Case Maintenance Transfer Custody Bode RFID

Casework LIMS > Evidence

NOTE (2): Only the technical leader(s) and EMS personnel should have access to all four of these sub-modules.

7.6.1 Select the “Receive Shipment” sub-module.

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The screenshot shows the 'Receive Shipment' form in the Casework LIMS. The form is titled 'Casework LIMS > Evidence > Receive Shipment'. It contains the following fields and controls:

- Package Identification:** A text input field with an 'Authorize' button next to it.
- Package From Description:** A text input field.
- Package From Address:** A text input field.
- Shipment Method:** A dropdown menu.
- Package Condition:** A dropdown menu.
- Number of Boxes:** A text input field.
- Date:** A date picker.
- Time:** A time picker.
- Comments:** A large text area for notes.
- Buttons:** 'Submit' and 'Cancel' buttons at the bottom right.

- 7.6.1.1 CW LIMS will ask for a package identification to be created. This can include, but is not limited to, a package tracking number if delivered by a common carrier service or a submitting agency name and the date of arrival if delivered in person. Once the package identification has been decided upon, click the “Authorize” button.
- 7.6.1.2 Choose a shipment method from the drop down field that best describes the mode of delivery of the evidence to Bode Cellmark (e.g. FedEx, UPS, Hand to Hand)
- 7.6.1.3 Select the condition in which the outer packaging and/or evidence was delivered to Bode Cellmark as either “within Bode Cellmark standards”, “not within Bode Cellmark Standards” or “Other”.
- NOTE:** Within Bode Cellmark standards implies that the packaging arrives with no tears, rips or holes, that all evidence seals are intact, and that there is no leaking. Not within Bode Cellmark standards implies that the packaging has been compromised during shipping. This may include damage to the shipping container, exposed evidence, leaking or unsealed evidence.
- 7.6.1.4 Enter the number of boxes that are associated with the specific package identification.
- 7.6.1.5 Choose the date and time that the evidence was delivered to Bode Cellmark or was picked up by EMS personnel.
- 7.6.1.6 Enter the address from which the evidence was shipped.
- 7.6.1.7 Click the “Submit” button once all correct information has been added.

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7.6.2 Select the “Manifest Upload” sub-module.

- 7.6.2.1 Enter the Package Identification from 7.6.1.1 and click the “Authorize” button. CW LIMS will immediately post a notification that either the Package Identification has passed authentication or that CW LIMS does not recognize the information that was entered. If the information is not recognized, return to the “Receive Shipment” sub-module and repeat all steps.
- 7.6.2.2 Select the appropriate client from the “Clients” drop down field. If the client name does not appear, contact the appropriate supervisor.
- 7.6.2.3 Choose an agency from the “Agency” drop down field.
- NOTE:** Client and agency information can only be added and removed from CW LIMS by a supervisor, technical leader(s), or laboratory director. In addition, if needed IT personnel can be consulted.
- 7.6.2.4 Click the “Browse” button next to the allotted “Upload Manifest” field and choose the appropriate manifest notepad file. Refer to Sections 7.5 and 7.6 for how to prepare a manifest for upload into CW LIMS.
- 7.6.2.5 Click the “Get File” button. The manifest should be visible in the “Case Numbers” field and the total number of different case numbers will be shown.
- 7.6.2.6 Select a shipment number from the corresponding drop box and click the “Submit” button.

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7.7 Accessioning

7.7.1 Select the "Accessioning" sub-module.

7.7.2 Enter the Package Identification and click the "Authorize" button.

7.7.3 Select the "Manifests" scroll down field. All manifests associated with the Package Identification will appear as the date and time they were uploaded into CW LIMS. Choose the manifest with the case or cases that need to be accessioned at that time.

7.7.4 A list of the cases will appear in the "Unaccessioned Cases" field to the right of the screen. A number count of both the accessioned and unaccessioned cases will also be available on the screen.

7.7.5 Carefully remove the evidence or reference material containers, one at a time, from the packaging in which they arrived.

7.7.5.1 For customized casework, all items received should be photographed prior to opening. See Section 10.0 for photo documentation instructions.

NOTE: Do not open the individual evidence packages at this point; these should only be opened by an analyst in the laboratory. See accessioning guidelines for individual client specifications or ask a supervisor prior to opening packages sealed with evidence tape.

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- 7.7.6 Enter the agency case number into the “Case Number” field in CW LIMS and press “Enter” or the “Accession” button.
- 7.7.7 CW LIMS will assign the next available case number. The case number is formulated based on the following format:
 - 7.7.7.1 Example: VAX1001-0001. The three letters designate the client state and agency. The first two numbers, 10, designates the year the case was logged in and the two numbers following that, 01, are the shipment number. The remaining four numbers, 0001, are designated as the case number.
 - 7.7.7.2 CW LIMS will automatically print a barcode label once a case has been accessioned. A “Bar Code Prints” drop box is available to increase the number of labels printed for each case, if needed.

NOTE: Once a case has been accessioned, it cannot be unaccessioned.
- 7.7.8 Apply the barcode label to each package and initial and date. Mark each package with the package number (e.g. “1 of 4”). Record date received and “add evid” if it is an additional submission. All markings must be visible, legible, with half on the label and half off the label, and done without covering any other marks on the packaging.
 - 7.7.8.1 The appropriate item number, agency ID (as available), description, and number of items are typed or handwritten into the evidence inventory section of the chain of custody. See Section 6.0 for further chain of custody information.
 - 7.7.8.2 Add the designated bin/shelf location # to the “Reason” box on the COC.
- 7.7.9 Upon completion of the accessioning/inventory, return the evidence to the designated location in any appropriate convenience packaging (client dependent).
 - 7.7.9.1 If the shipping package is large or otherwise difficult to store, it may be disposed of as long as the condition of the outer packaging has been documented appropriately prior to disposal.
 - 7.7.9.2 If the items are small or difficult to identify (e.g. small clear plastic bags), the items should be repackaged in clearly labeled larger or more obvious envelopes or convenience containers to prevent misplacement of an item. If a convenience container is used, a photograph must be included in the CCW folder.
 - 7.7.9.3 If multiple loose items are submitted for a case, the items should be placed in a container like a storage bin or envelope or fastened together using binder clips or rubber bands to prevent misplacement of an item.

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8.0 Opening and Sealing Evidence and Reference Materials

8.1 Open evidence and reference materials in such a way as to minimize alteration of the packaging and allow for subsequent proper sealing.

8.1.1 Use a sharp instrument (e.g. razor blade, straight-edged blade, scissors, scalpel) to cut an opening large enough to remove/examine the contents while taking care not to damage the items inside.

8.1.2 Avoid creating openings on writing or other documentation on packaging or at areas that already contain evidence tape/seals.

8.1.3 Never open more than one item package at a time to reduce co-mingling and cross contamination.

NOTE: If the client has submitted multiple items within the same packaging, this will be documented in CW LIMS and the items shall be re-packaged separately from each other.

8.1.4 Never open both evidence and reference items at the same time for processing.

NOTE: If the client has submitted these items within the same packaging, this will be documented in CW LIMS and the items shall be re-packaged separately from each other.

8.1.5 Following sampling/examination, properly seal openings in the packaging as described in section 8.2.

NOTE: If repackaging dried-down extracts in evidence containers, minimize the size of the opening to the contents being returned (approximately 3 inches). If larger openings are required to examine the contents, consult an analyst, supervisor, or the technical leader(s).

8.2 Evidence must be sealed with evidence tape or a heat seal effectively closing all openings of the outer packaging. This includes, but is not limited to openings created by the analyst or technologist in an effort to access the evidence and those the analyst or technologist deems to be improperly sealed upon receipt of the evidence (e.g. upgrade of sealing).

8.2.1 Items received with inadequate seals (e.g. tape that has come apart or broken) will be documented and upgraded. An upgrade of an existing seal consists of placing a new seal perpendicular to and over the original seal, and initialing/dating the new seal.

8.2.2 To create a proper seal:

8.1.2.1 The seal must cover all openings. The seal will cover the entire opening

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such that there is no risk of sample tampering or loss through an exposed opening.

- 8.1.2.2 The date and initials of the analyst will be recorded with a portion of the writing on the seal and a portion of the writing on the evidence packaging.
- 8.1.2.3 When possible, seals will not be placed over writing or other documentation on the outer packaging.

NOTE: Reference materials will be closed or sealed in either the same manner in which they were received or with an upgraded seal (e.g. evidence tape). If evidence tape is used, follow sections 8.1.2.1 through 8.1.2.3.

9.0 Storage of Evidence and Reference Materials

- 9.1 While evidence and reference materials are stored in the evidence room they will be maintained by EMS. Access to the evidence room is limited and will remain locked at all times. Evidence or reference materials that are needed by an analyst or technologist will be retrieved following transfer of custody from EMS to the analyst or technologist.
- 9.2 The evidence and reference materials will be stored in the most appropriate manner to ensure integrity. Some types of evidence require cold storage (e.g. tissue and fresh bone), while other types of evidence can be stored at room temperature (e.g. hair and stains). If EMS is unsure which environment certain evidence items should be stored in, the technical leader(s) should be consulted.

NOTE: If additional cold storage space is needed for evidence storage, it may be stored outside of the evidence room, as long as the storage unit maintains the same secure, limited access as the evidence room.

Sections 9.3 through 9.6 apply to evidence material thus are applicable to Forensic Casework/HID groups only:

- 9.3 Evidence material in the process of being examined that must be left unattended (e.g. wet items in the process of drying) will be stored in a limited access satellite laboratory, such as the organic/bone drilling room, and covered to prevent the introduction of exogenous DNA. Alternatively, a fume hood may be used to prevent the introduction of exogenous DNA.
- 9.4 Short-term storage of evidence material: While a case is ongoing and in the analyst's or technologist's custody, the evidence must be stored in the temporary evidence storage room. If the items cannot be stored in the temporary evidence storage room due to packaging, temperature or size limitations, they may be stored in an alternate limited access location such as Serology, the organic/bone drilling room, the mtDNA room, or a lockable refrigerator/freezer.

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9.4.1 The secure temporary evidence room and other limited access locations are intended for short-term storage only. Transfer cases back to EMS for long-term storage if they are not actively being processed for approximately 1-2 weeks. If multiple rounds of testing are required for a case, return the case to EMS for long-term storage between testing rounds.

9.4.2 If evidence materials are stored at a location other than the temporary evidence storage room (e.g. Serology, organic/bone drilling room, mtDNA room, or a lockable refrigerator/ freezer), the location must be documented in the inventory notes in CW LIMS or on the COC.

9.5 While in temporary storage, seal at least the innermost evidence package with heat seals, evidence tape or temporary seals (e.g. Ziploc, binder clips), and initial and date.

9.6 Long-term storage: If the evidence is to be stored in the evidence room when a case is in progress, custody of the evidence will be transferred over to EMS. After the case has been completed, the evidence will be sealed with either heat seal or evidence tape, and the seal will be initialed and dated. When possible, the new seal will not obscure the original seal. Custody will be transferred back to EMS, who will store the evidence in the evidence room until the evidence is returned to the client.

Sections 9.7 through 9.8 apply to reference material thus are applicable to the Databanking group only:

9.7 Short-term storage: While a shipment is ongoing and in the analyst's or technologist's custody, the reference materials may be stored in the pre-amplification laboratory (preferably in limited access lockers). While in storage, sample containers will be closed such that no co-mingling of samples can occur.

9.8 Long-term storage: After a shipment has been completed, the reference materials will be closed or sealed in the same manner they were received (or according to project guidelines, if provided) and custody will be transferred back to EMS, who will store the reference materials in the evidence room until the samples are returned to the client.

10.0 Photo documentation

Photo documentation is used to make a visual record of the evidence. It may be used in conjunction with or in place of descriptive notes.

NOTE: Photo documentation will be performed when required by group (specifically customized casework) or by client, and may also be performed in situations of limited sample or difficult to describe evidence.

10.1 Documenting Evidence Using a Digital Camera

10.1.1 Evidence may be photo documented in any evidence examination area.

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- 10.1.2 Using a digital camera with appropriate flash or lighting, photograph items as needed. Only one evidence item may be examined at a time.
- 10.1.3 **Procedure for EMS:**
 - 10.1.3.1 Photograph the outer packaging of all submitted items to include Bode Cellmark case number, front and back of packaging, and enough to document the condition, seal, and package markings.
 - 10.1.3.2 Save the photo documentation in the electronic case file.
- 10.1.4 **Procedure for Analysts:**
 - 10.1.4.1 Seals and package markings must be documented either in photographs or case notes.

NOTE: If the outer packaging and seals have already been photo documented by EMS the analyst does not need to repeat these photographs.
 - 10.1.4.2 Include a ruler or other sizing device, the case number, analyst's or technologist's initials, and current date in each photograph. A ruler is not necessary in the following circumstances:
 - 10.1.4.2.1 If photo documenting outer packaging, such as seal condition or package markings.
 - 10.1.4.2.2 If an item has been previously photographed in its entirety with a ruler and a close-up photograph is taken of a smaller area.
 - 10.1.4.3 When possible, photos should be documented of the evidence item before and after it has been sampled.
 - 10.1.4.4 If necessary, photographs may be printed and included in the case file.

OPTIONAL: Upon completion of photographs, the photos can be arranged in a presentation for ease of review.
 - 10.1.4.5 **If maintaining electronic photographs (preferred method):**
 - 10.1.4.5.1 Download photographs to a computer and store files in the appropriate network folder.
 - 10.1.4.5.2 Inventory notes should reflect that photo documentation was performed.

OPTIONAL: Prepare the photographs into a

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presentation format using Microsoft PowerPoint. Each slide should include at minimum the following: A descriptive title, orientation (e.g. "front") or condition (e.g. "after sampling"), case number, item number, analyst's or technologist's initials, and current date. Save the photo presentation in the electronic case file.

10.1.4.6 If including photographs in the case file:

- 10.1.4.6.1 Download photographs to a computer and print.
- 10.1.4.6.2 Each photograph should be labeled at minimum with the following: A descriptive title, orientation (e.g. "front") or condition (e.g. "after sampling"), case number, item number, analyst's or technologist's initials, and current date.
- 10.1.4.6.3 Add the photographs to the case file.
- 10.1.4.6.4 Inventory notes should reflect that photo documentation was performed.

11.0 Return of Evidence or Reference Materials

When a case or shipment is completed, custody of the evidence or reference materials will be returned to EMS. Evidence and reference material will be maintained in EMS until a mutually agreed upon return date is established with the submitting agency or as defined by contract or project guidelines. EMS is responsible for returning the evidence or reference materials to the submitting agency.

- 11.1 EMS will properly package the evidence or reference materials for return by taking the following steps:
 - 11.1.1 Verify that all items to be returned are accounted for by comparing the Bode Cellmark barcode on the evidence item(s) to the COC. All returns must be verified by a second EMS personnel who will initial to document this verification.
 - 11.1.2 Examine all surfaces and edges of packaging to ensure that there are no openings in the evidence packaging and that all seals are intact. If there is an opening in the packaging or an improper seal, follow the instructions for creating a proper seal outlined in section 8.0.
 - 11.1.3 If all items on the COC are being returned, complete the final disposition section of the chain of custody form including verification of all required signatures.

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11.1.4 Place the evidence and a copy of the chain of custody in an appropriate shipping container. Include any other paperwork that needs to be returned to the client (e.g. their chain of custody form). Do not overfill the shipping container such that evidence items are compressed within the container. Alternatively, utilize sufficient packing material (e.g. brown paper or bubble wrap) to ensure that the evidence has minimal movement within the shipping container.

11.1.5 Seal all sides of the package with packing tape.

11.1.6 Evidence will be returned to the client via the carrier requested or by pick-up if requested. If a carrier is not requested it will be shipped via traceable overnight delivery service.

For reference materials only:

11.1.7 All samples that were accessioned in BodeLIMS are de-accessioned prior to return.

11.1.7.1 To de-accession in BodeLIMS, log in and select Evidence → Accessioning/De-Accessioning.

11.1.7.2 Search by shipment ID or client and date received to find shipment entry, click [Select].

11.1.7.3 Click De-Accession Samples.



11.1.7.4 Once the samples have been de-accessioned, press the “Commit De-Accessioned Samples” button.

11.2 If the DNA extracts are to be returned with the evidence, they can be returned frozen or dried depending on client preference. See section 13.0 for more information on extracts.

11.2.1 If the extracts are frozen, pack them in sealed zip-lock bag(s) in a cooler filled with ice packs or dry ice and packaged separately from the evidence.

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11.2.2 If the extracts are dried, they may be repackaged with the individual evidence item by the lab technologists or the analyst prior to return. The procedure for returning evidence outlined in steps 11.1.1 to 11.1.6 should be followed.

11.3 Evidence that is exhausted during the processing of the case should be noted in the case file and the empty packaging should be returned unless the client requests this to be destroyed. Note which items were exhausted in the COC documentation when clients request destruction.

12.0 Disposal of Reference Material and Evidence

12.1 If the client requests that evidence or reference materials not be returned, permission will be obtained from the client to destroy the evidence or use it for training purposes.

12.2 In order for EMS to destroy reference material, the client will need to document the request through written notification such as an email or on company letterhead.

12.3 In order for EMS to destroy evidence, the client will need to document the request for destruction through written notification on company letterhead.

12.4 As an alternative to destruction, the client may approve the use of reference material or evidence for training purposes.

12.5 If the client does not specify the method of destruction, reference materials and evidence will be placed in a biohazard container. The biohazard bag will be placed in a biohazard box and brought to the loading dock for pick-up.

12.6 The method and date of destruction should be noted on the chain of custody.

13.0 Preservation, Disposition and Disposal of DNA Extracts

13.1 DNA extracts that are part of a case or shipment in progress will be stored at either 4°C or -20°C. Casework DNA extracts are stored in a secure, limited access refrigerator or freezer.

13.2 DNA extracts associated with a completed case or shipment may be returned to the client as outlined in Section 11.0.

13.3 Non-evidentiary reference material extracts may be disposed of following client authorization (typically authorization is provided once the client has completed review of the cases or samples within a shipment).

13.4 If return or disposal of DNA extracts is not authorized by the client upon completion/review of the case or shipment, DNA extracts will be stored at Bode Cellmark for up to 10 years (or longer at the request of the client) prior to disposal.

13.4.1 The following are appropriate long-term preservation methods for DNA extracts (either maintained at Bode Cellmark or returned to the client):

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13.4.1.1 Frozen: DNA extracts are stored at -20°C.

13.4.1.2 Dried: DNA extracts are stored at room temperature

NOTE (1): Casework extracts will be packaged in sealed containers for long-term storage or returned to the client.

NOTE (2): Casework remaining sample substrates (post-extraction) are considered work product and may be disposed of (biohazard waste) at the analyst's discretion, unless the client has requested otherwise. If limited sample remains, it is recommended post-extraction cuttings be preserved until the case is reported.

13.5 If client authorization has been given or if the 10-year storage period has expired, DNA extracts may be disposed of (chemical waste) or used for validation/training purposes.

13.5.1 Upon disposal of DNA extracts, it will be verified that no personally identifying information is present on the tubes, trays or containers.

13.5.2 Disposal of casework extracts will be documented. Disposal of non-evidentiary reference material extracts can be documented upon client request.

14.0 Preservation and Disposal of DNA Amplification Products

14.1 DNA amplification products that are part of a case or shipment in progress will be stored at 4°C or -20°C in a labeled tray.

14.2 DNA amplification products should be disposed of following client authorization for contract cases (typically authorization is provided once the client has completed review of the cases or samples within a shipment).

14.1.1 Customized casework may dispose of amplification product once the case has been reviewed and the report delivered to the client.

14.3 DNA amplification products may be stored at 4°C or -20°C for up to 6 months unless a longer time period is specified by the client. Longer storage periods may cause deleterious changes to the DNA amplification product. Disposal (chemical waste) is recommended for DNA amplification products once the 6-month storage period has expired.

NOTE: Clients may request the return of DNA amplification product. See client guidelines for further instruction.

14.4 Upon disposal of DNA amplification products, it will be verified that no personally identifying information is present on the trays.

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NOTE: DNA amplification products are considered work product. They are not required to be stored in sealed containers nor do they require documentation of disposal; however, this can be documented upon request.

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REQUEST FOR PROPOSAL

Bode Cellmark includes RFP #18-19-12, DNA Analysis for Testing of Sexual Assault Kits within this section.



Find yourself in good company

Request for Proposal (RFP) for DNA Analysis for Testing of Sexual Assault Kits

City of Greenville Police Department

500 South Greene St.

P.O. Box 7207

Greenville, North Carolina 27835

Date of Issue: Tuesday, September 18, 2018

**Response Due Date: Tuesday, October 2, 2018
@ 3:00pm**

RFP# 18-19-12

Questions:

Denisha Harris

Financial Services Manager

Telephone: 252-329-4862

Email: dharris@greenvillenc.gov

Request for Proposals DNA Analysis for Testing of Sexual Assault Kits

1.0 PURPOSE AND BACKGROUND

The City of Greenville, NC Police Department seeks proposals from private Vendor laboratories for the purpose of outsourcing the DNA analysis of sexual assault kits. Generally, this will include the DNA testing of material from unsolved crime scenes, related criminal forensic evidence, and the DNA analysis of such evidence. These analyses and processing activities are intended to provide results which can be uploaded into the Combined DNA Index System (CODIS) by the NC State Crime Lab. The intent of this RFP is to award a contract to one vendor.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 RFP SCHEDULE

Event	Date and Time
Issue RFP	September 18, 2018
Submit Written Questions	September 21, 2018 4:00 PM
Provide Response to Questions	September 25, 2018 2:00 PM
Submit Proposals	October 2, 2018 3:00 PM
Contract Award	TBD
Contract Effective Date	TBD

2.2 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to dharris@greenvillenc.gov by the date and time specified above. Vendors should enter "RFP # 18-19-12 Questions" as the subject for the email.

Responses will be posted in the form of an addendum to the RFP on the City's website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>

No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.3 PROPOSAL SUBMITTAL

One (1) signed, executed copy and one (1) digital copy of the proposal on a flash drive in PDF format submitted in a sealed envelope shall be received and publically opened as shown on the schedule above.

Mailing & Hand Delivery Address:
Denisha Harris
City of Greenville, Purchasing Division
Financial Services Manager
201 West 5th Street
Greenville, NC 27858

All proposals should be clearly marked on the outside of the package with the Vendor's name and the title, RFP # 18-19-12 DNA Testing of Sexual Assault Kits.

PLEASE NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT PROPOSALS ARE RECEIVED BY THE PURCHASING BY THE STATED DAY/TIME. **No late proposals will be accepted.**

All proposals must be signed by an authorized official of the firm.

The vendor shall insert the required responses and supply all the information, as requested, on the enclosed Forms. The prices inserted shall be net and shall be the full cost, including all factors whatsoever. Any information not submitted on forms provided will be considered unresponsive.

No proposals may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

2.4 PROPOSAL CONTENTS

- Cover Letter, signed by Authorized Official, noting receipt of all addenda.
- Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- Body of the RFP, including list of references.
- Completed version of ATTACHMENT A: PRICING and ATTACHMENT C: ANTI-LOBBYING CERTIFICATION

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

The City of Greenville reserves the right to reject any and all proposals, to waive any informalities and to accept the proposal it deems most advantageous to the City. Any proposal submitted will be binding for 90 days after the date of the opening. The option of selecting a partial or complete proposal shall be at the discretion of the City of Greenville.

3.1 EVALUATION PROCESS

The City shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the Vendor not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Specific evaluation criteria are listed in 3.2 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the City reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City.

The City reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based

on discussions and negotiations with the City, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.2 EVALUATION CRITERIA

1. Staffing Capacity (30 points) - The Vendor selected must have the capacity to handle all samples submitted, begin work immediately upon their receipt, and provide a reasonable and efficient turnaround time. In its proposal, Vendor must describe previous experience with processing these kits from state or local crime laboratories. Vendor must include key DNA contact persons from previous or existing crime laboratory customers. They must also describe the maximum average number of monthly kit submissions they can process and provide test results back to the City of Greenville Contract Administrator, within a 30 day or 60 day time frame. Vendor must also provide resumes or employment summaries of all Vendor staff that will be processing submitted sexual assault kits. These resumes or employment summaries will be critical to the evaluation of staffing capacity and the expected quality of laboratory analysis activities. **(See Section 6.3)**

2. Technical Approach (30 points) – Technical approach represents the quality and professionalism of the scientific and forensic methods described in the technical RFP proposal. **Section 7.4**

3. Cost Proposal (20 points) – Vendors must complete all components of the cost proposal described below. Unit cost quotes and detailed pricing included per Attachment A:

There are six (6) separate unit cost variables required for this proposal.

- 1) The proposed cost per submitted sexual assault kit;
- 2) The proposed cost for additional known reference DNA sample(s) not contained within a sexual assault kit;
- 3) The proposed cost of additional unknown/questioned DNA sample;
- 4) The proposed per hour expert witness testimony fee;
- 5) The proposed maximum per day charge for expert witness testimony.

With respect to the 20 point cost proposal variable, the RFP review team will review unit cost quotes provided in the cost proposal described above. The review team will review unit cost quotes in terms of best value and completeness. Incomplete or partially completed cost proposals shall result in vendor disqualification.

*The maximum certified turnaround time TAT numbers, while included in the cost proposals, will be evaluated in the separate criterion number 4 noted below.

4. Maximum Certified Turnaround Time (TAT) (15 points) – As a part of its signed cost proposals, Vendors must certify the maximum turnaround time for the types of DNA evidence analyzed by the vendor laboratory. This certification represents the maximum number of business days, they will be required to completely analyze, process and return DNA evidence to the City. Time will be measured from delivery of the DNA evidence to the physical vendor

laboratory to the subsequent return to the City and the submission of CODIS data to the State Crime Lab. Higher scores will be provided to Vendors who commit to lower maximum certified turnaround times associated with its cost proposals per Attachment A.

5. Disaster Recovery Plan (10 points) – Each Vendor’s technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the vendor laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for City of Greenville employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a Vendor laboratory. Preference or higher point scores will be awarded to Vendors that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events. **Section 7.2(c)**

6. Logistical Coordination Plans (10 points) – Each Vendor’s technical proposal must include a Logistical Coordination Plan. This plan must describe measures and actions the Vendor’s laboratory will execute to obtain possession of DNA evidence while also meeting chain of custody requirements. Measures and actions may include overnight mail or express service delivery (e.g. UPS, FedEx type service), secure vendor pick up and drop off of evidence, City of Greenville staff pick up and drop of evidence and related activities. Higher scores will be provided to Vendors that demonstrate the fast, secure and cost effective means to process, analyze and return evidence. **Section 7.2 (d)**

4.0 INSTRUCTIONS TO VENDORS

1. READ, REVIEW AND COMPLY: It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4. WITHDRAWAL OF PROPOSAL No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. **CONFLICT OF INTEREST** Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

6. **EQUAL EMPLOYMENT OPPORTUNITY** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

7. **MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM** It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

8. **REHABILITATION ACT AND ADA** Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

9. **TAXES** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

10. **QUESTIONS.** Questions regarding any part of this bid shall be directed to Denisha Harris, Financial Services Manager, P. O. Box 7207, Greenville, N. C. 27835, telephone (252) 329-4482, email: dharris@greenvillenc.gov.

5.0 GENERAL TERMS AND CONDITIONS

1. **NON-DISCRIMINATION:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with

any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. PAYMENT TERMS: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

4. GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

6.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to

receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.2.

6.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the contract immediately following contract execution.

At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The City will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

6.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

6.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Greenville.

6.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

NAME OF ORGANIZATION	CONTACT NAME	TELEPHONE NUMBER
Fayetteville Police Department	Lt. John Somerindyke	(910) 433-1855 jsomerindyke@ci.fay.nc.us
Wisconsin Department of Justice	Nicole Roehm	(414) 216-8769 roehmnl@doj.state.wi.us
Delaware Criminal Justice Council	Michael J. Kelly	(302) 577-8717 michael.kelly@state.de.us

7.0 SCOPE OF WORK

The City of Greenville seeks proposals from private Vendor laboratories for the purpose of outsourcing the DNA analysis of sexual assault kits. Generally, this will include the DNA testing of material from unsolved crime scenes, related criminal forensic evidence, and the DNA analysis of such evidence. These analyses and processing activities are intended to provide results which can be uploaded into the Combined DNA Index System (CODIS).

7.1 GENERAL

- a) Vendor laboratory must be currently, at the time of proposal submission, audited to The Quality Assurance Standards for Forensic DNA Testing Laboratories (QAS) and must hold ISO 17025 accreditation for DNA analysis and Forensic Biology. **Vendors must provide copy of accreditation and audit documents with its response.**
- b) An on-site visit of the vendor lab must be conducted by a CODIS participating lab.
- c) Before any analysis is conducted by a vendor laboratory, the North Carolina State Crime Lab (NCSCCL) must have a signed Memorandum of Agreement (MOA) or signed pre-approval form from the vendor lab.
- d) Vendor laboratory must be able and willing to accept additional evidence (knowns or questions) for analysis for each case.
- e) Vendor laboratory must be willing to make personal contact with submitting officer or assigned investigator to request additional samples for testing, such as elimination standards.
- f) Vendor laboratory must issue a report of analysis to the City of Greenville for each case worked.
- g) Vendor laboratory must issue a report of analysis to be reviewed by the City of Greenville if a developed unknown profile may be suitable for CODIS upload. The supplemental information associated with a report to be reviewed for CODIS upload shall be included as defined in Section 19 of "Sample Analysis" of this document.
- h) **Vendor laboratory analysts and court proceedings.** Payment of expert testimony charges are financial issues that must be resolved by the Vendor and the district attorney, defense attorney or court authorized official requesting or requiring information or testimony. All Vendor proposals submitted for this RFP must contain a statement of expert testimony daily or hourly charges (see cost proposal Component B below).
- i) Vendor laboratory must maintain a chain of custody record on each sample. Documentation of chain of custody must comply with the published standards of the accrediting organization to

protect the samples from deleterious change or loss. Vendors must provide copy of policy for maintaining Chain of Custody with its response.

7.2 TASKS

a) DNA Analysis

Note: The current "THE QUALITY ASSURANCE STANDARDS FOR FORENSIC DNA TESTING LABORATORIES", issued by the FBI, must be met for any outside laboratory to conduct DNA analysis. Laboratories must be audited at least biannually and an annual site visit must be completed by an accredited agency, to meet these standards.

1. Sexual Assault kits will be tested utilizing a direct to DNA approach. The vendor laboratory will screen up to 3 body swabs contained within a sexual assault kit for the presence of male DNA using a total PCR-based human: male quantification assay.
2. DNA testing will then proceed on the most probative male DNA positive sample and the victim's reference sample (2 total samples).
3. DNA testing will not proceed on samples that are male DNA negative, inconclusive for the presence of male DNA or if the ratio of total human male DNA would reduce the chances of obtaining a male DNA profile.
4. If underwear is contained within a sexual assault kit, the underwear will be screened with Acid Phosphatase (AP) testing on a minimum of three areas from the crotch area unless otherwise noted in the case specific details that other areas of interest are possible. The area with the highest AP activity will proceed forward for DNA testing as described below. If no AP activity is noted, no sample from the underwear will proceed forward for DNA testing.
5. In cases with multiple potential perpetrators, recent consensual sex reported within 48 hours, have a female assailant, or are male-to-male crime, testing of additional samples may be necessary.
6. The testing laboratory will be authorized to use the entire questioned sample sent only by written approval by the City of Greenville. If only a portion of the questioned sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to re-extract the remainder of the sample at no additional cost.
7. The vendor laboratory must use PowerPlex® Fusion 6C amplification kits. Fusion 6C data must show complete CODIS 20 core loci results for victim and/or elimination standards. If the sample sent yields insufficient results, the testing laboratory may request additional sample from the City. If only a portion of the known sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to re-extract the remainder of the sample at no additional cost.

b) Sample Analysis

The following technical requirements apply to the forensic analysis of casework, unless otherwise specified.

1. Point of Contact

The City of Greenville point of contact and address is:

City of Greenville Police Department
500 S. Greene Street
Greenville, NC 27834

2. Shipping Labels

The Vendor must provide, at no additional cost, preprinted shipping labels to the City of Greenville.

3. Shipping Notification

The Vendor must immediately (within one business day) notify the City of Greenville via E-mail each time a shipping container is received by the Vendor. The Vendor must examine the shipping container and notify the City of Greenville by phone and E-mail (unless otherwise specified by the City) immediately upon discovery of any damage to the shipping container that would compromise the integrity of the samples.

4. Chain of Custody

The Vendor must take possession of individually packaged evidence and maintain a written, verifiable chain of custody until returned to the City. The Vendor must confirm the sealed state: mark each piece of evidence with the unique case #, analyst ID, date and item number (or sub-item number). The Vendor must maintain a complete electronic chain of custody for all samples starting with the unique identifier on the overnight shipping label on the shipping container. The chain of custody must also include the unique identifier on the overnight shipping label used when sending samples to and from the City. The samples must be identified throughout the testing process with an unique identification number. The Vendor may utilize its own barcode so long as that barcode is associated with one and only one unique identification number.

5. Manifest Reconciliation

The Vendor must electronically compare the manifest with the samples received by the Vendor and notify the City immediately by phone and E-mail (unless otherwise specified

by the City) immediately upon discovery of any discrepancy. Sample seals must be checked for seal integrity and the Vendor must notify City by phone and E-mail (unless otherwise specified by the City) immediately upon discovery of any sample received open (and not resealed with tape).

6. Sample Storage

If applicable, the Vendor must store samples in a secure facility in a manner to minimize loss, contamination and/or deleterious change at room temperature until analysis is begun.

7. Sample Consumption

No more than 50% of a sample must be consumed by the Vendor without expressed written permission of the City.

8. Confidentiality

Other than the associated case file and report, no identification information about the sample(s) may be recorded by the Vendor. Any "outside" inquiries related to the processing of these samples must be immediately reported to the City. "Outside" inquiries are those originating from private citizens, news agencies, etc. No information regarding the processing of these samples may be provided.

8. Testing Location

Samples must only be tested at the Vendor laboratory location approved by the City.

10. Sample Processing Order

The cases/samples must be processed in the following order: Submissions with the oldest date of receipt by the Vendor must be analyzed first. Upon request by the City the Vendor must test a case/sample out of receipt order.

11. Batch Composition

Cases and samples must be tested, reported and returned in batches consistent with the way that the samples were shipped. Cases and samples within a batch must be tested and reported in numerical order (with the exception of retesting).

12. Testing Paperwork

The Vendor must prepare all note pages with proper identifiers. Each step of the DNA analysis process must be thoroughly documented.

13. Testing Procedures

The validated procedures, policies, and methods used by the Vendor must be such that they promote the successful profiling of samples the first time through the laboratory (without re-injections, re-testing and additional sample consumption) and must provide data that is the least complicated for the State to review.

- a. The City requires a level of performance such that the Vendor successfully processes a sample through the Vendor laboratory the first time thereby minimizing such things as repeat testing, re-amplifications and re-injections.
- b. The Vendor must provide documentation for these changes to the City. When a procedural change is requested, the City must review the Vendor's validation studies and reports. CITY will also consider the impact that the proposed change will have on the CITY's laboratory process. CITY may also want to inspect the approved process in the Vendor's laboratory prior to its implementation. The CITY's written approval will include an implementation date. Procedural changes must not be utilized prior to the implementation date.
- c. **As part of its RFP response, the prospective Vendor must provide copies of standard operating procedures and quality assurance documents that apply to the receipt and analysis of forensic samples for evaluation by the City.**
- d. If at any time in the testing process following award the CITY determines that a procedure is inadequate for the processing of the samples, the Vendor must implement and validate a procedure that is acceptable to the CITY.
- e. In addition, the Vendor must not place samples from any other contract on a plate containing samples from any agency other than CITY.
- f. For forensic casework, a mock case file must be provided for review and approval by the CITY prior to accepting the first completed batch of cases. Once the initial batch of cases has been analyzed and reported by the Vendor, and the City has reviewed and accepted the data, analysis of the rest of the cases may continue.
- g. There is concern that small amplification volumes (those less than 12.5ul) may result in a higher number of samples unsuitable or failed results. If the Vendor laboratory uses a reaction volume less than 12.5ul and the sample failure rate is greater than 0.1%, at the direction of CITY, the Vendor must retest the failed samples using an amplification reaction volume of 12.5ul or greater using the manufacturer's suggested concentrations of reaction components.
- h. All analyses must be performed by the Vendor utilizing only PowerPlex® Fusion 6C and its components. Allelic ladder must be used directly from the manufacturer's kit

and must not be re-amplified. Primers must be used in the concentration provided by the manufacturer and must not be diluted.

14. DNA Extraction

The Vendor must perform a DNA Extraction. Each case run must include at minimum: at least one negative reagent control for the associated questioned sample(s) and at least one negative reagent control for the associated known sample(s). DNA extraction procedure for the questioned samples must be separated by time and/or space from the known standards. Also, each piece of evidence is placed into its own separate, labeled test tube (i.e. case ID and Item #) and the entire procedure is performed using strict aseptic techniques. Note: Each time a sample or part of a sample is transferred from one tube to another during any phase of the DNA analysis, each tube must be well labeled as described above. Unknown samples may be extracted as a batch and known standards may be extracted as a separate batch (i.e., each case does not have to be analyzed separately).

15. DNA Quantitation

For forensic casework samples, the vendor must quantify the extracted DNA and negative reagent controls using a real-time PCR instrument. This is required to determine the amount of human DNA present in each sample. If samples are not being amplified, negative reagent control shall not exhibit a quantifiable amount of human DNA. If a negative reagent control has a quantifiable amount, it shall either be requantified or the sample shall be amplified to verify the reagent blank.

16. Amplification

The Vendor must perform STR DNA analysis using PCR technology using the PowerPlex® Fusion 6C kit to generate DNA profiles at the 20 core loci identified by NDIS. PCR amplification area must be separated from the DNA extraction and PCR set-up area as per Federal Guidelines. DNA analysis must be attempted for CSF1PO, FGA, TH01, TPOX, vWA, D1S1656, D2S1338, D2S441, D3S1358, D5S818, D7S820, D8S1179, D10S1248, D12S391, D13S317, D16S539, D18S51, D19S433, D21S11, D22S1045, Penta D, Penta E and SE33 as well as Amelogenin, DYS391, DYS570, DYS576.

17. Capillary Electrophoresis

The Vendor must perform fragment separation using capillary electrophoresis for each case that is amplified. All controls must be associated with every sample. That is, each sample used in reporting must have an acceptable extraction negative, amplification positive, amplification negative and ladder associated with each locus. If a sample is rerun then all controls must be rerun. The following controls must be run:

Controls must be directly associated (same data file) with their corresponding samples. Data files are defined as Genemapper ID containing samples and all associated controls. In addition, the Vendor must use a "plate fingerprinting" system to uniquely identify a 96-well plate. This mechanism must involve the strategic placement of known controls on a 96-well plate such that any plate mix-up can be detected.

18. Data Analysis

The Vendor's lab must provide quality data that can easily be reviewed and uploaded into CODIS. Fragment analysis must be performed using current software applicable for the computer hardware utilized.

All reported profiles must be independently interpreted by qualified analysts in duplicate. All profiles must be reported accurately. Upon approval some of the data presentation parameters may be modified to ensure proper allele calls. Internal size standard must have the 60-500bp peaks correctly identified for all reported samples, ladders and controls.

19. Data Reporting

- a. All data and all associated controls from failed samples must be included within the case file provided to the CITY. These data must include but not be limited to Genescan, Genemapper ID, Excel files.
- b. Prior to reporting a profile, the Vendor must perform a contamination quality assurance check by electronically comparing the reported profile to a database of employee and contamination profiles observed in the Vendor laboratory. In addition, prior to reporting a profile, the Vendor must compare the reported profile to profiles from other samples tested at the same time to ensure that the reported profile is unique. All unidentified DNA profiles must be compared to other profiles obtained from the samples extracted and/or processed with that item. Additionally, they must be compared to any analyst profiles that were involved in the analysis of that item.
- c. All reported peaks must be labeled with the appropriate allele call for upload into CODIS.
- d. Non-reported samples must not be included within reported data files for CITY review.
- e. Data from all sample runs must be provided to the CITY in an electronic format.
- f. The following documentation must be provided for each individual case (unless noted) via a secure electronic portal (eg. FTP site):
 - Completed CITY request for review form
 - CITY evaluation/screening form
 - Report of Results and Conclusions

- Technical/Administrative review sheets
- Any vendor lab submission documents (if required)
- Electronic Chain of Custody
- Inventory/packaging documentation
- Laboratory notes/worksheets to include: extraction sheets, quantitation sheets, amplification work sheets, CE plate maps, and control electropherograms (these may be batched)
- Electropherograms, worksheets to document data interpretation, allele call tables, and any statistical calculations
- Email/ communication records, etc.
- Genemapper ID(or equivalent) files
- Summary of Allele call table(s) for CODIS upload (one per batch)

- g. The Vendor's lab must be responsible for interpreting the DNA data, generating a report of results, performing a technical and administrative review, returning all unused evidence samples to the City, and maintaining electronic data. Vendor must preserve electronic data permanently unless otherwise approved by the appropriate District Attorney and/or CITY

20. Notification of Testing Issues

The Vendor must, within five working days of occurrence, provide to the CITY, in writing, any problem and associated corrective action regarding samples. If an issue is discovered which requires corrective action, the Vendor must demonstrate the extent of the issue and identify all affected samples/profiles and provide corrective action. If unexpected results are obtained (i.e., multiple DNA profiles, amplification failure, etc.), the vendor laboratory must troubleshoot the problem. All variant alleles must be re-run for confirmation purposes.

21. Notification of Staffing Changes

The CITY must be notified when the following staffing changes are made:

Vendor Point of Contact

Project Manager

Technical Leader

22. Retesting

The Vendor must adhere to all of the specifications in CITY's Request for Proposal.

23. Sample Return and Notification

Cases/samples must be returned to the City when the data and results have been reported and reviewed by the vendor laborator. In addition, if the case has not yet been started and a suspect or lead is developed, the evidence can be recalled by the City and returned unanalyzed

at no cost to the CITY. Each sample must be properly sealed with initialed evidence tape in the pouch in which it was provided and returned via overnight carrier (Federal Express, UPS or another appropriate way approved by CITY) to maintain the integrity of the samples. The Vendor must notify the CITY when cases/samples are returned to the City. The cases and samples must be in the same order and boxes in which they were received by the vendor laboratory.

24. Record Retention

- a. At a minimum the Vendor must maintain the supporting documentation for the testing of the forensic samples for a minimum of five years after the completion of the contract. This includes all records associated with the testing of the samples including worksheets, and notes; chain of custody of the samples; quality control records and administrative records. Prior to the destruction of the documentation, the Vendor must give the CITY the opportunity to receive this documentation at no additional cost. The notification of document destruction and release of records to the CITY must be made in writing via overnight carrier 90 days prior to the destruction and must include a cover letter describing the testing and why the notification has been sent.
- b. The Vendor must comply with all sample expungement requests and expunge all records relating to a sample within 14 days of a written request by the CITY. The Vendor must provide a certification of the expungement to CITY. The expungement must be performed to the satisfaction of the CITY.
- c. The Vendor is prohibited from importing any and all generated DNA profiles into any searchable private internal local database.

25. Sample Destruction & Disclosure

The Vendor must adhere to the following specific restrictions for destruction/disclosure of DNA samples and records:

- a. The remaining portion of the sample must be returned to the City after the data has been reported and reviewed by the vendor laboratory.
- b. For forensic casework, extracted DNA tubes must be dried down and returned to the City in a container separate from the evidence.
- c. The amplified product must be destroyed after the evidence and extracts are returned to the City.
- d. At the end of the period of performance the Vendor must supply a certificate of destruction of work product to the CITY.

26. Blind Proficiency Test results

All blind case samples must be 100% correct.

27. Subcontracting prohibited

The vendor laboratory shall not subcontract any cases or samples to another laboratory.

c) **Disaster Recovery Plan**

Each Vendor technical proposal must include a Disaster Recovery Plan. This plan must describe measures and actions the vendor laboratory must execute in case of a man made or natural disaster to safeguard and protect submitted DNA evidence and related analysis draft or final findings and results. The plan must describe the circumstances and procedures for CITY employees or authorized law enforcement designees to evaluate the status and condition of submitted DNA evidence during or after a disaster and recover possession of any submitted evidence, analysis and results in possession of a vendor laboratory. Higher scores will be given to Vendors that demonstrate strong disaster recovery plans and ready access to evidence during or after disaster events.

d) **Logistical Coordination Plans**

Each Vendor technical proposal must include a Logistical Coordination Plan. This plan must describe measures and actions the Vendor's laboratory will execute to obtain possession of DNA evidence while also meeting chain of custody requirements. Measures and actions may include overnight mail or express service delivery (e.g. UPS, FedEx type service), secure Vendor pick up and drop off of evidence, CITY staff pick up and drop of evidence and related activities. Higher scores will be given to Vendors that demonstrate the fast, secure and cost effective means to process, analyze and return evidence.

7.3 **PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

7.4 **TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

7.5 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to three (3) months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

ATTACHMENT A: PRICING

	Cost Component Description	Unit Totals
1	Cost per kit	\$695.00
2	Turnaround Time (TAT) per batch (Number of business days)	Forty (40) business days
4	Cost for additional known DNA Sample(s)	\$215.00
5	Cost for additional Question DNA Sample(s)	\$395.00
	Expert Witness Costs	
6	Per Hour Testimony Charge	\$ 200.00
7	Max Per Day Charge	\$1600.00

ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, and the terms and conditions of the funding award.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

ATTACHMENT C:
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Bode Cellmark Forensics, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Michael Cariola, General Manager Name and Title of Contractor's Authorized Official

October 1, 2018 Date

Table of Attachments	
Description	Page
Accreditation Certificate	Attachment ONE
Statement of Qualifications	Attachment TWO
External Audit	Attachment THREE

EXHIBIT 2: Pricing

	Cost Component Description	Unit Totals
1	Cost per kit	\$695.00
2	Turnaround Time (TAT) per batch (Number of business days	Forty (40) business days
3	Cost for additional known DNA Sample(s)	\$215.00
4	Cost for additional Question DNA Sample(s)	\$395.00
	Expert Witness Costs	
5	Per Hour Testimony Charge	\$200.00
6	Max Per Day Charge	\$1,600.00

1094630

EXHIBIT 3

CITY OF GREENVILLE

ADDITIONAL CONTRACT TERMS AND CONDITIONS AND SIGNATURE PAGE

VENDOR and PARTIES.

For all purposes herein, the term "Vendor" shall mean each and every vendor and/or other party named as a party to this Agreement other than the City of Greenville and the term "Parties" shall mean the Vendor and the City of Greenville.

NON APPROPRIATION.

In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this Agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY CHAPTER 147, ARTICLE 6E OF THE NORTH CAROLINA GENERAL STATUTES.

As of the date listed below, the Parties are not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the North Carolina General Statutes. The undersigned hereby certifies that he or she is authorized by the Vendor listed below and the City of Greenville to make the foregoing statement:

NOTE: Chapter 147, Article 6E of the North Carolina General Statutes requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. Neither the City nor any Vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran.

NORTH CAROLINA E-VERIFY CERTIFICATION.

Applicability: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by the City of Greenville, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. § 143-133.3, piggy-back contracts, and travel purchases.

Certification: By signing and entering into this Agreement with the City of Greenville, the undersigned hereby certify that the undersigned complies with E-Verify, the aforementioned federal program used to verify the work authorization of newly hired employees working in North Carolina. The undersigned further certify compliance with the E-Verification program pursuant to Chapter 64, Article 2 of the North Carolina General Statutes. If applicable, the undersigned also certify that any subcontractor hired or used by the undersigned will comply with E-Verify, as described herein.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE.

The Vendor listed below, hereby certifies that the Vendor complies with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS. Uniform Guidance ("UG") is a set of uniform standards for contracts/agreements involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

NOTE: BY SIGNING THE CITY OF GREENVILLE SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: _____

By (print name): _____

Title: _____

Signature: _____

Date: _____

CITY OF GREENVILLE

By (print name): Ann E. Wall

Title: City Manager

Signature: _____

Date: _____

By (print name): Mark R. Holtzman

Title: Chief of Police

Signature: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ Date: _____
Byron Hayes, Director of Financial Services

Account Number: _____

Project Code (if applicable): _____

Uniform Guidance (“UG”) Required Contract Provisions

*APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the “provision for compliance” for any paragraphs requiring such provision or other similar required statement, terms, or requirements. City of Greenville is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. **If the service provided under the Agreement is not covered by the UG, signing the Agreement signature page will not bind the parties to these requirements, unless if specified in the Agreement.** See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rg%20n=div5#ap2.1.200%201521.i>.*

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, “Amending Ex. Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689). A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See §200.322 Procurement of recovered materials. § 200.322 Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the Safe Routes to Schools Project

Explanation: **Abstract:** The North Carolina Department of Transportation (NCDOT) has approved additional funding for the Safe Routes to Schools Project, which will allow the City to proceed with construction of improvements at three locations. A 20% match with City funds will be required.

Explanation: The project involves construction of sidewalk improvements at three locations: 1) Memorial Drive, from Millbrook Street to Arlington Boulevard, 2) Skinner Street/Norris Street, from Howell Street to Perkins Street, and 3) East Fifth Street, from Beech Street to existing sidewalk east of Green Mill Run. The section along East Fifth Street includes a 100' long, 8' wide pedestrian bridge across Green Mill Run, and pavement widening in front of St. Peter Catholic Church to extend the bike lane on the north side.

Bids for the Safe Routes to Schools Project were opened on October 30, 2018. The base bid amount plus alternate 1 submitted by the low bidder exceeded the available funding for the project. Staff contacted NCDOT to discuss the bid, and submitted a request to NCDOT for additional funding.

NCDOT agreed to the City's request for additional funding and per the conditions of the Supplemental Municipal Agreement, is providing an additional \$794,223 for this project.

Fiscal Note: Funding for this municipal agreement will be provided by an additional \$794,223 in grant funds, with the required 20% City match of \$198,556 provided by 2015 Bond funds for sidewalks.

Recommendation: City Council approve the municipal agreement with NCDOT to allocate additional construction funds for the Safe Routes to Schools Project in the amount of \$794,223 in federal funds (80%) and \$198,556 in City funds (20%).

ATTACHMENTS:

- ☐ **Safe Routes to School Municipal Agreement**

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 12/14/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: SR-5001CA

AND

WBS ELEMENTS: PE _____

ROW _____

THE CITY OF GREENVILLE

CON 40924.3.77

OTHER FUNDING: _____

FEDERAL-AID #: SRS-0220(74)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$794,223

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the The City of Greenville, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 1/14/2015, entered into a certain Project Agreement for the original scope: providing pedestrian access, crossing improvements and sidewalk improvements along Memorial Drive, Norris Street, Skinner Street and Memorial Drive, programmed under Project SR-5001CA; and,

WHEREAS, additional SRTS funding with a local match has been approved for the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

FUNDING

The Department's original participation was \$503,000 at 100% of SRTS funding. The Department agrees to reimburse 80% of eligible expenses incurred by the Municipality up to an additional maximum amount of \$794,223 of Safe Routes to School funds.

The Municipality will provide \$198,556 (20%) as their local match and any costs that exceed the total estimated cost of \$1,495,779.

REVISED FUNDING TABLE

<u>Fund Source</u>	<u>Federal Funds Amount</u>	<u>Reimbursement Rate</u>	<u>Non-Federal Match \$</u>	<u>Non-Federal Match Rate</u>
SRTS (original)	\$503,000	100%	\$0	0%
SRTS (supplemental)	\$794,223	80%	\$198,556	20%
<i>Sums:</i>	<i>\$1,297,223</i>		<i>\$198,556</i>	
<u>Total Estimated cost</u>			\$1,495,779	

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 1/14/2015, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

THE CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the The City of Greenville as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

The City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Contract award for the Safe Routes to Schools Project and resolution requesting concurrence in award from the North Carolina Department of Transportation

Explanation: **Abstract:** Staff recommends a contract award to Lanier Construction Company, Inc. for the construction of concrete sidewalks and a pedestrian bridge at three locations throughout the city as part of the Safe Routes to Schools Project.

Explanation: Bids for the Safe Routes to Schools Project were originally scheduled to be opened on August 7, 2018. Only two bids were submitted. Per State law, staff rejected the bids and returned them unopened to the bidders.

The project was readvertised, and a bid opening was scheduled for August 16, 2018. Only one bid was submitted, which exceeded the available funding.

Staff contacted the North Carolina Department of Transportation (NCDOT) to request additional funds for the project. NCDOT agreed to consider the request, but required the City to readvertise the project a third time. Staff rejected the August 16, 2018 bid and readvertised the project with a bid opening scheduled for October 30, 2018. Only one bid was received, from Lanier Construction Company, Inc., in the amount of \$1,359,799. A bid summary is attached.

The project involves construction of sidewalk improvements at three locations: 1) Memorial Drive, from Millbrook Street to Arlington Boulevard, 2) Skinner Street/Norris Street, from Howell Street to Perkins Street, and 3) East Fifth Street, from Beech Street to existing sidewalk east of Green Mill Run. The section along East Fifth Street includes a 100' long, 8' wide pedestrian bridge across Green Mill Run, and pavement widening in front of St. Peter Catholic Church to extend the bike lane on the north side.

After review, NCDOT agreed to provide 80% of the additional funds required to proceed with the base bid and alternate 1. To receive the additional grant funds and proceed with the project, the City must provide the additional 20% matching funds.

Fiscal Note:

The proposed budget for this project, including a 10% contingency, is \$1,495,779. The initial municipal agreement with NCDOT provides \$503,000 with no required City match. The supplemental municipal agreement with NCDOT provides an additional \$992,779, requiring the City to provide 20% of these funds through local match in the amount of \$198,556. This results in City participation of 13% of the construction contract cost. The local match would be funded by Bond funds for sidewalks.

Recommendation:

City Council award a construction contract for the Safe Routes to Schools Project to Lanier Construction Company, Inc. in the amount of \$1,359,799 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

ATTACHMENTS:

- ☐ **Safe_Routes_to_Schools_Resolution_for_Concurrence_in_Award_1096445**
- ☐ **bid tab for safe routes**

RESOLUTION NO.

RESOLUTION REQUESTING A CONCURRENCE IN AWARD
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE SAFE ROUTES TO SCHOOLS PROJECT

WHEREAS, the North Carolina Department of Transportation and the City of Greenville have entered into a municipal agreement to design and construct the Safe Routes to Schools Project, Project No. SR-5001CA; and,

WHEREAS, the City has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City has reviewed and identified Lanier Construction Company, Inc., as the lowest responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. SR-5001CA in Pitt County is hereby awarded to Lanier Construction Company, Inc., and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Lanier Construction Company, Inc., for the construction of said project in the amount of \$1,359,799.00, provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.

ADOPTED this 7th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

#1096445

Safe Routes to School Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Re-Bid Opening: October 30, 2018 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addenda</i>		<i>5% Bid Bond</i>		<i>DBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Base Bid and Alternates</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Lanier Construction Company, Inc.	X		X		X		X		\$1,277,383.00 Base Bid
									\$82,416.00 Alternate 1



Certified by: _____



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Resolution of Intent to Close an alleyway located on the east side of Cedar Lane and south of East Tenth Street

Explanation: **Abstract:** This item is to consider a Resolution of Intent to Close an alleyway located on the east side of Cedar Lane and south of East Tenth Street.

Explanation: Attached for City Council consideration is a Resolution of Intent to Close an alleyway located on the east side of Cedar Lane and south of E. Tenth Street. Closure of the alleyway is being requested due to reoccurring public nuisance issues. The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests an easement over and upon the alleyway for maintenance of utilities.

Fiscal Note: The City receives no Powell Bill funds for maintenance of alleyways. Budgeted funds for annual maintenance of this alleyway will no longer be required upon the effective date of the Resolution to Close by City Council. The City has incurred the expense of \$4,700 for the preparation of the street closing map.

Recommendation: Approve the Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street, setting a public hearing on February 14, 2019 to consider the Resolution to Close.

ATTACHMENTS:

- ▣ **Resolution_of_Intent_to_close_alleyway_on_Cedar_Lane_1096751**
- ▣ **Z-2641 (Cedar Lane Alley Closing Map Rev 2- 12-18-2018) - Map Book 8 Page 34**

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE AN ALLEYWAY LOCATED ON THE
EAST SIDE OF CEDAR LANE AND SOUTH OF EAST TENTH STREET

WHEREAS, the City Council intends to close an Alleyway in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said alleyway, more particularly described as follows:

- To Wit: Being 20 foot wide alleyway as shown on that plat entitled "Street Closing Map For 20' Alley - Map Book 8, Page 34", prepared by Rivers & Associates, Inc.
- Location: Lying and being in the City of Greenville, Pitt County, North Carolina and being located on the east side of Cedar Lane and 172.5 feet south of East Tenth Street, and being more particularly described as follows:
- Description: BEGINNING at an iron pipe set at the intersection of the eastern right of way of Cedar Lane with the northern line of a 20' alleyway, with side iron being referenced as N 33°12'43" E to an existing iron pipe located at the intersection of the eastern right of way of Cedar Lane with the southern right of way of East Tenth Street; thence from said BEGINNING POINT and running along the northern boundary of the 20' alleyway, S60°33'55"E – 206.05' to an existing iron pipe; thence S60°33'55"E – 75.00' to an existing iron pipe; thence S60°33'55"E – 50.01' to a mag nail set in the common line with the Tash Dellagatta, et al, property as recorded in Deed Book 3138, Page 356; thence running along the common line with the Dellagatta property, S30°45'43"W – 20.00 feet to an iron pipe set in the southern boundary of the alleyway; thence running along the southern boundary of the alleyway, N60°30'24"W – 115.98' to an existing iron pipe; thence, N60°24'26"W – 89.93' to an existing iron pipe; thence, N60°47'20"W – 126.02' to an iron pipe set in the eastern right of way of Cedar Lane; thence running along the eastern right of way of Cedar Lane, N33°11'10"E – 20.16' to the POINT OF BEGINNING containing 6,584.2 square feet.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 14th day of February, 2019, at 6:00 p.m., to consider the advisability of closing the aforesaid alleyway. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

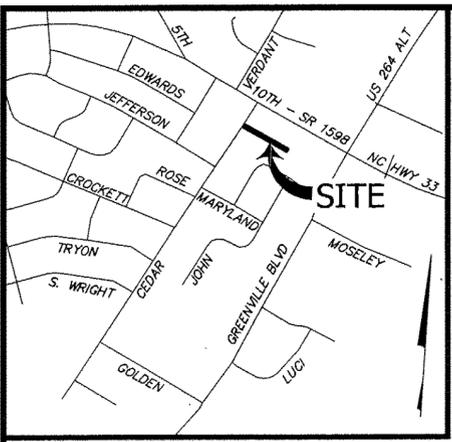
Duly adopted this the 7th day of January, 2019.

P.J. Connelly, Mayor

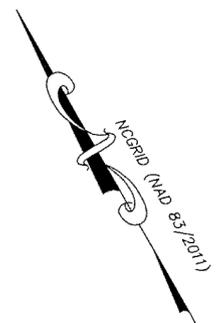
ATTEST:

Carol L. Barwick, City Clerk

#1096751



Vicinity Map
SCALE: 1" = 1000'

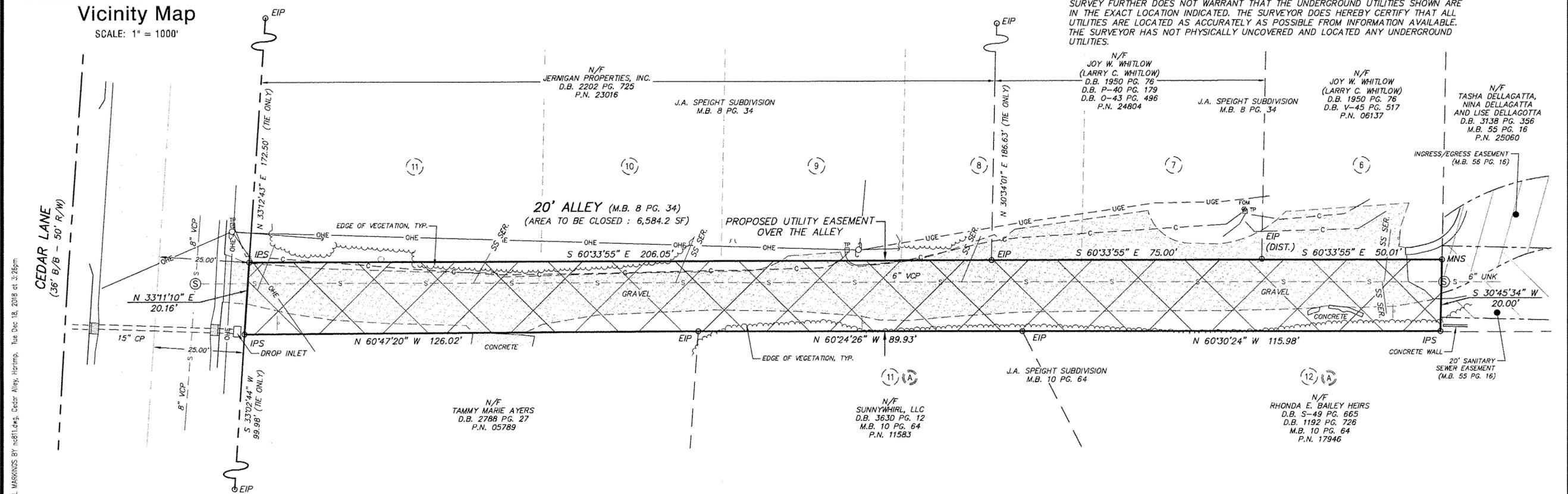


REFERENCES:

- M.B. 8 PG. 34
- M.B. 10 PG. 64
- M.B. 55 PG. 16
- D.B. 3630 PG. 12
- D.B. 3138 PG. 356
- D.B. 2728 PG. 27
- D.C. 2202 PG. 725
- D.B. 104 PG. 253
- D.B. V 45 PG. 517
- D.B. P 40 PG. 179
- D.B. 1950 PG. 76
- D.B. 0 43 PG. 496

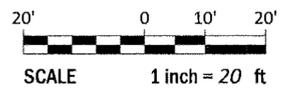
NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. NO POINTS SET UNLESS OTHERWISE INDICATED.
3. THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720468800K PANEL 4688, EFFECTIVE JULY 7, 2014.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. TICKET NUMBER C183091670.
7. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.



LEGEND

— R/W —	RIGHT-OF-WAY (R/W)	B/B	BACK TO BACK	⊙	SEWER MANHOLE	[Hatched Box]	INGRESS/EGRESS EASEMENT (D.B. 1101 PG. 524)
-c-	COMMUNICATION LINE (MARKINGS BY NC811)	M.B.	MAP BOOK	⊕	TELEPHONE PEDESTAL	[Diagonal Box]	SANITARY SEWER EASEMENT (M.B. 55 PG. 16)
-OHE-	OVERHEAD ELECTRIC	D.B.	DEED BOOK	⊕	SIGN	[Stippled Box]	GRAVEL
-UGE-	UNDERGROUND ELECTRIC (GUC/NC811 MARKING)	P.G.	PAGE	⊕	GUY WIRE	[Solid Box]	CONCRETE
-S-	ALLEY CLOSING BOUNDARY	P.N.	PARCEL NUMBER	⊕	UTILITY POLE	[Dotted Box]	ASPHALT
-SS SER-	SANITARY SEWER	R/W	RIGHT OF WAY	⊕	FIBER OPTIC MARKER	[Cross-hatched Box]	PROPOSED EASEMENT (AS NOTED)
-SD-	STORM DRAIN	EIP	EXISTING IRON PIPE	⊕	TREE STUMP		
-E.O.V.-	EDGE OF VEGETATION	CP	CONCRETE PIPE	⊕	NO POINT SET		
-A.P.L.-	ADJOINER PARCEL LINE	IPS	IRON PIPE SET	⊕	PLATTED BLOCK/LOT NO		
-SS SER. (NC 811 MARKING)	SANITARY SEWER SERVICE (NC 811 MARKING)	MNS	MAG NAIL SET	⊕	CATCH BASIN		
-VCP-	VITRIFIED CONCRETE PIPE	DIST.	DISTURBED	⊕	SHRUB		



#2- 12/18/2018: ADDITIONAL NC811 MARKINGS
REVISIONS: #1- 11/29/2018: REVISED CITY OF GREENVILLE COMMENTS

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE 20' ALLEY AS SHOWN HEREON.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____
A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JA ON 11/04/18 - 11/28/2018; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF NOVEMBER, 2018.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-4262

PROFESSIONAL LAND SURVEYOR SEAL
PATRICK W. HARTMAN
L-4262
DATE 11/28/18

NC License: F-0334
Rivers & ASSOCIATES, INC.
riversandassociates.com Since 1918
Engineers
Planners
Surveyors
Landscape Architects
107 East Second Street
Greenville, NC 27858
(252) 752-4135

STREET CLOSING MAP FOR
20' ALLEY - MAP BOOK 8 PAGE 34
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SURVEY	RB	DRAFT	PH/KB	SCALE	1" = 20'	DRAWING NO.	Z-2641	SHEET	1 OF 1
DESIGN		CHECK	PWH						

P:\Main\Greenville - 2017\115-10\SURVEY_DWG\Z-2641-2642 COG Alley Closures WITH ADDITIONAL MARKINGS BY nc811.dwg, Cedar Alley, Hartmp. Tue Dec 18, 2018 at 3:26pm



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Resolution of Intent to Close an Alleyway located on the east side of East Rock Spring Road and south of East Tenth Street

Explanation: **Abstract:** This item is to consider a Resolution of Intent to Close an Alleyway located on the east side of East Rock Spring Road and south of East Tenth Street.

Explanation: Attached for City Council consideration is a Resolution of Intent to Close an Alleyway located on the east side of East Rock Spring Road and south of East Tenth Street. The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). Staff and GUC request a utility, drainage, and ingress/egress easement over and upon the alleyway.

Fiscal Note: The City receives no Powell Bill funds for maintenance of alleyways. Budgeted funds for annual maintenance of this alleyway will no longer be required upon the effective date of the Resolution to Close by City Council. The City has paved the alleyway as part of the 2018 resurfacing project at the estimated cost of \$10,000 and has incurred the expense of \$4,600 for the preparation of the street closing map.

Recommendation: Approve the Resolution of Intent to Close an Alleyway located on the east side of East Rock Spring Road and south of East Tenth Street setting a public hearing on February 14, 2019, to consider the Resolution to Close.

ATTACHMENTS:

- ▣ **Resolution_of_Intent_to_close_alleyway_at_Rock_Spring_Road_1096753**
- ▣ **Z-2642 (Rock Springs Alley Closing Map Rev 2- 12-18-2018) - Map Book 3 Page 141**

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE AN ALLEYWAY LOCATED ON THE
EAST SIDE OF EAST ROCK SPRING ROAD AND SOUTH OF EAST TENTH STREET

WHEREAS, the City Council intends to close an Alleyway in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said alleyway, more particularly described as follows:

To Wit: Being 20 foot wide alleyway as shown on that plat entitled “Street Closing Map For 20’ Alley - Map Book 3, Page 141”, prepared by Rivers & Associates, Inc.

Location: Lying and being in the City of Greenville, Pitt County, North Carolina and being located on the east side of East Rock Spring Road and about 360 feet south of East Tenth Street, and being more particularly described as follows:

Description: BEGINNING at an existing iron pipe at the intersection of the eastern right of way of East Rock Spring Road with the northern line of a 20’ alleyway, with side iron being referenced as S14°26’24”E from an existing iron pipe located at the northwestern corner of Lot 18, Block B, Rock Spring Park Subdivision; thence from said BEGINNING POINT and running along the northern boundary of the 20’ alleyway, N75°24’48”E – 144.05’ to an existing iron pipe; thence N75°24’48”E – 24.95’ to a drill hole set in a concrete parking pad; thence S73°12’55”E – 83.32’ to an existing iron pipe in concrete; thence S73°12’55”E – 80.13’ to an iron pipe set in, a common corner with the property of East Carolina University; thence running along the common line with East Carolina University, S26°50’55”W – 20.31 feet to an iron pipe set in the southern boundary of the alleyway; thence running along the southern boundary of the alleyway, N73°12’56”W – 153.28’ to a mag nail set in the asphalt pavement; thence, S75°24’48”W – 162.96’ to an existing iron pipe in the eastern right of way of East Rock Spring Road; thence running along the eastern right of way of East Rock Spring Road, N15°48’15”E – 20.00’ to the POINT OF BEGINNING containing 6,476.9 square feet.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 14th day of February, 2019, at 6:00 p.m., to consider the advisability of closing the aforesaid alleyway. At such public hearing, all objections and suggestions will be duly considered.

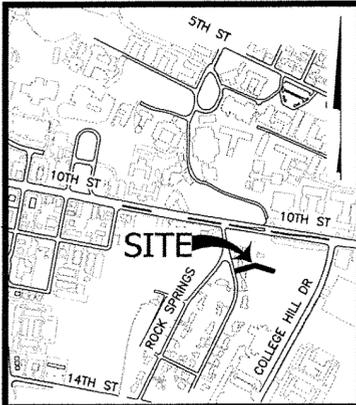
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 7th day of January, 2019.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



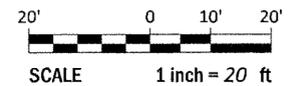
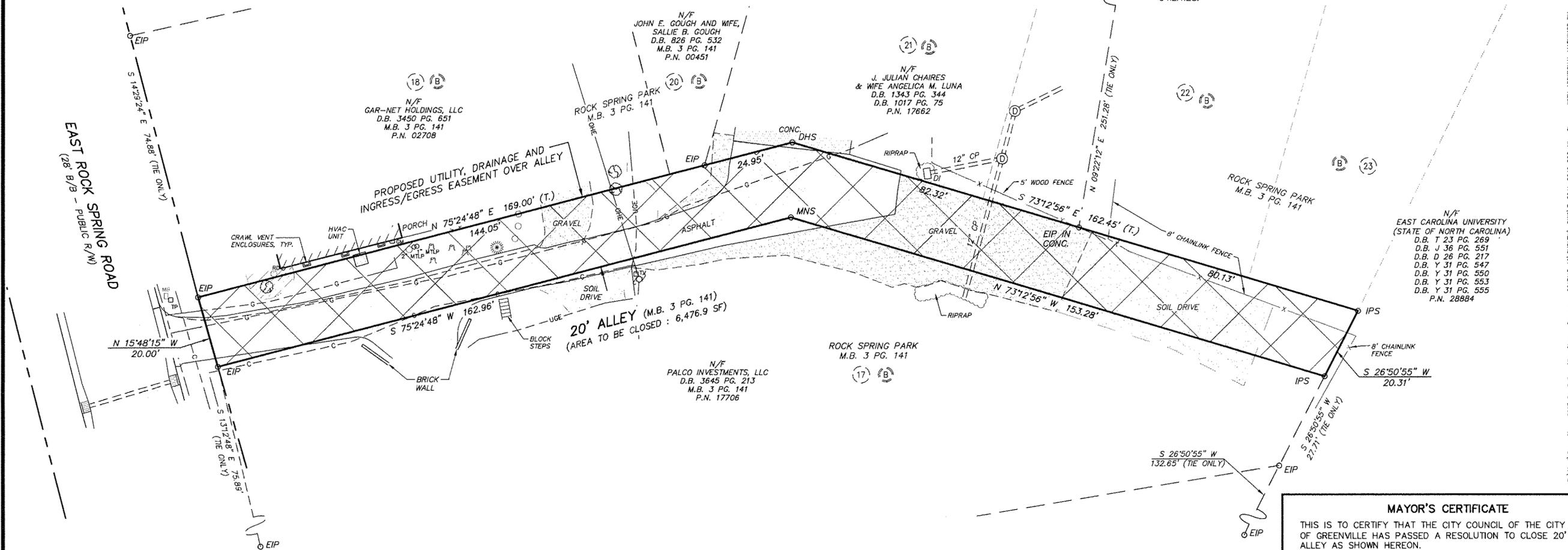
Vicinity Map

SCALE: 1" = 1000'

LEGEND	
	RIGHT-OF-WAY (R/W)
	EXISTING BUILDING
	OVERHEAD ELECTRIC
	STREET CLOSING BOUNDARY
	STORM DRAIN
	CHAINLINK FENCE
	ADJOINER PARCEL LINE
	VACATED PLATTED LOT LINE
	GAS LINE (GUC/NC811 MARKING)
	UNDERGROUND ELECTRIC (GUC/NC811 MARKING)
	UNDERGROUND COMMUNICATION (NC811 MARKING)
	B/B BACK TO BACK
	M.B. MAP BOOK
	D.B. DEED BOOK
	P.G. PAGE
	P.N. PARCEL NUMBER
	R/W RIGHT OF WAY
	LANDSCAPE AREA
	GRAVEL/CRUSHED ROCK
	UNPAVED
	ASPHALT
	CONCRETE
	PROPOSED EASEMENT (AS NOTED)
	SHRUB
	ORNAMENTAL TREE
	CEDAR TREE
	PLATTED BLOCK/LOT NO
	CONCRETE PIPE
	CATCH BASIN
	DROP INLET
	STORM DRAIN MANHOLE
	TELEPHONE PEDESTAL
	ROOF DRAIN
	MAILBOX
	CATV
	LIGHT POLE
	UTILITY POLE
	CONCRETE
	TREE STUMP
	DRILL HOLE SET
	MAG NAIL SET
	EXISTING IRON PIPE
	IRON PIPE SET
	METAL PIPE WITH CAP

NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINTS SET UNLESS OTHERWISE INDICATED.
- THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720468800K PANEL 4688, EFFECTIVE JULY 7, 2014.
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- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.



#2- 12/18/2018: ADDITIONAL NC811 MARKINGS AND FLIPPED BEARINGS
 REVISIONS: #1- 11/29/2018: REVISED CITY OF GREENVILLE COMMENTS

REFERENCES:

- M.B. 3 PG. 141
- D.B. 3645 PG. 213
- D.B. 3450 PG. 651
- D.B. 1343 PG. 344
- D.B. 1017 PG. 75
- D.B. 826 PG. 532

STATE OF NORTH CAROLINA
 COUNTY OF PITT

I, _____
 A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
 DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

Patrick W. Hartman
 PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JA ON 11/04/18 - 11/28/2018; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF NOVEMBER, 2018.

Patrick W. Hartman
 PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-4262

NORTH CAROLINA
 PROFESSIONAL LAND SURVEYOR
 SEAL
 L-4262
 PATRICK W. HARTMAN

DATE 11/28/18

SURVEY RB DRAFT PH/KB
 DESIGN CHECK PWH

NC License: F-0334

Rivers
 & ASSOCIATES, INC.
 riversandassociates.com Since 1918

Engineers
 Planners
 Surveyors
 Landscape Architects
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

STREET CLOSING MAP FOR
20' ALLEY - MAP BOOK 3 PAGE 141
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 20'
 DRAWING NO. Z-2642
 SHEET 1 OF 1

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE 20' ALLEY AS SHOWN HEREON.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

P:\Mun\Greenfile - 2017 05-08 - Alley Closure Surveys - 20171115_10\SRV\J.D.M\Z-2642_COG Alley Closures WITH ADDITIONAL MARKINGS BY nc811.dwg, rccs, sgring no, hertmp, use loc us, 2018 at 3:30pm



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Barnaby, Steven Charles	Registered Motor Vehicle	144.47
Eastwood, Jacqueline Smith	Registered Motor Vehicle	149.60
Tiwari, Anupama	Registered Motor Vehicle	171.68
White Farms of Pitt County LLC	Registered Motor Vehicle	283.85
	REFUNDS TOTAL:	\$749.60

Fiscal Note: The total amount to be refunded is \$749.60.

Recommendation: Approval of tax refunds by City Council.



City of Greenville,
North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Environmental Advisory Commission
- b. Affordable Housing Loan Committee
- c. Investment Advisory Committee

Explanation: The Environmental Advisory Commission, Affordable Housing Loan Committee, and Investment Advisory Committee are scheduled to make their annual presentations to City Council at the January 7, 2019 City Council meeting.

Fiscal Note: No direct cost

Recommendation: Hear the presentations from the Environmental Advisory Commission, Affordable Housing Loan Committee, and Investment Advisory Committee



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Council To Consider Applications for Appointment to Vacancy in the Office of Council Member for District 1

Explanation: **Abstract:** A vacancy in the office of Council Member for District 1 exists due to the recent election of former Council Member Kandie D. Smith to the N.C. House of Representatives. The vacancy occurred when Ms. Smith was sworn in as a member of the House of Representatives. Ms. Smith has submitted a letter resigning from the Council. The letter was addressed to the Mayor and Council, and has been forwarded to the Council.

Council previously adopted a timeline to fill the vacancy and indicated that it would discuss the applications received from applicants at its January 7, 2019 meeting.

Explanation: A vacancy in the office of Council Member for District 1 exists due to the recent election of former Council Member Kandie D. Smith to the N.C. House of Representatives. The vacancy occurred when Ms. Smith was sworn in as a member of the House of Representatives. Ms. Smith has submitted a letter resigning from the Council. The letter was addressed to the Mayor and Council, and has been forwarded to the Council.

Council previously adopted a timeline to fill the vacancy and indicated that it would discuss the applications received from applicants at its January 7, 2019 meeting.

The timeline indicates Council may take action on making the appointment of a person to fill the vacancy at its January 10, 2019 meeting.

Fiscal Note: There is no expense to the City associated with making the appointment.

Recommendation: City Council, in accordance with its adopted timeline, discuss the applications received from persons applying for appointment to fill the vacancy in the Office of Council Member for District 1.



City of Greenville, North Carolina

Meeting Date: 1/7/2019
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2018-2019 budget and other funds as identified.

Explanation: Attached for consideration at the January 7, 2019, City Council meeting are an ordinance amending the 2018-2019 City of Greenville budget (Ordinance #18-038), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Move funds from Contingency to cover cost of the Collaborative Economic Development Study as approved at December 10, 2018 Council meeting.	General	\$ -
B	Recognize the transfer of funds budgeted in the 2018-19 Stormwater Utility budget to the Enterprise Capital Projects fund specifically earmarked for the Watershed Master Plan.	Stormwater Enterprise	\$1,296,265
C	Recognize funding received for the Safe Routes to School (SRTS) project from NCDOT with the City match of \$198,556 being earmarked for SRTS within the Street Improvement Bond Capital Project Fund. This amendment also moves the original budgeted funds of \$503,000 from the Special Revenue Grant Fund to the Public Works Capital Project fund.	Spec Rev Street Imp PW Cap	\$1,297,223

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	2018-19 Revised <u>Budget</u>	<u>Amend #6</u>	2018-19 Budget per <u>Amend #6</u>
General	\$ 84,829,739	-	\$ 84,829,739
Debt Service	5,463,492	-	5,463,492
Public Transportation (Transit)	3,256,977	-	3,256,977
Fleet Maintenance	4,431,156	-	4,431,156
Sanitation	7,843,096	-	7,843,096
Stormwater	6,267,592	-	6,267,592
Housing	1,677,619	-	1,677,619
Health Insurance	13,562,600	-	13,562,600
Vehicle Replacement	4,332,161	-	4,332,161
Facilities Improvement	3,870,765	-	3,870,765
Capital Reserve	812,722	-	812,722
Rec & Parks Capital Projects	9,315,712	-	9,315,712
Greenway Capital Projects	2,983,857	-	2,983,857
Public Works Capital Projects	52,077,944	1,297,223	53,375,167
Community Dev Cap Projects	18,591,285	-	18,591,285
Enterprise Capital Projects	41,542,980	1,296,265	42,839,245
Red Light Camera Program	1,300,000	-	1,300,000
Donations	203,288	-	203,288
Special Revenue Grants	7,718,575	(503,000)	7,215,575
Street Improvement Bond	15,580,000	-	15,580,000

Recommendation: Approve budget ordinance amendment #6 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS:

- ▣ **Budget_Ordinance_Amend__6_1096803**
- ▣ **Bud_Ord_Amend__6_Contingency_1096804**

ORDINANCE NO. 19-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the 2018-19 Budget (Ordinance #18-038), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES ORDAIN:

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2018-19 Budget per Amend #5	Budget Amendment #6		2018-19 Budget per Amend #6
		A.	Total Amend #6	
ESTIMATED REVENUES				
Property Tax	\$ 33,722,500	\$ -	\$ -	\$ 33,722,500
Sales Tax	19,463,690	-	-	19,463,690
Video Prog. & Telecom. Service Tax	860,935	-	-	860,935
Rental Vehicle Gross Receipts	160,370	-	-	160,370
Utilities Franchise Tax	7,000,000	-	-	7,000,000
Motor Vehicle Tax	1,508,522	-	-	1,508,522
Other Unrestricted Intergov't	886,443	-	-	886,443
Powell Bill	2,220,065	-	-	2,220,065
Restricted Intergov't Revenues	1,290,682	-	-	1,290,682
Licenses, Permits and Fees	4,161,616	-	-	4,161,616
Rescue Service Transport	3,643,346	-	-	3,643,346
Parking Violation Penalties, Leases,	375,000	-	-	375,000
Other Sales & Services	294,803	-	-	294,803
Other Revenues	796,793	-	-	796,793
Interest on Investments	500,000	-	-	500,000
Transfers In GUC	6,731,296	-	-	6,731,296
Transfer from CDBG	-	-	-	-
Appropriated Fund Balance	1,213,678	-	-	1,213,678
Total Revenues	\$ 84,829,739	\$ -	\$ -	\$ 84,829,739
APPROPRIATIONS				
Mayor/City Council	\$ 430,586	\$ -	\$ -	\$ 430,586
City Manager	2,330,743	15,000	15,000	2,345,743
City Clerk	275,649	-	-	275,649
City Attorney	509,349	-	-	509,349
Human Resources	2,855,170	-	-	2,855,170
Information Technology	3,151,566	-	-	3,151,566
Fire/Rescue	15,253,541	-	-	15,253,541
Financial Services	2,513,669	-	-	2,513,669
Recreation & Parks	7,238,246	-	-	7,238,246
Police	25,396,131	-	-	25,396,131
Public Works	10,416,635	-	-	10,416,635
Community Development	2,999,958	-	-	2,999,958
OPEB	600,000	-	-	600,000
Contingency	40,000	(15,000)	(15,000)	25,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Capital Improvements	-	-	-	-
Total Appropriations	\$ 72,060,357	\$ -	\$ -	\$ 72,060,357
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 12,769,382	\$ -	\$ -	\$ 12,769,382
Total Other Financing Sources	\$ 12,769,382	\$ -	\$ -	\$ 12,769,382
Total Approp & Other Fin Sources	\$ 84,829,739	\$ -	\$ -	\$ 84,829,739

Section II: Estimated Revenues and Appropriations. Enterprise Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2018-19 Revised Budget	B.	Total Amend #6	2018-20 Budget per Amend #6
ESTIMATED REVENUES				
Spec Fed/State/Local Grants	\$ 195,490	\$ -	\$ -	\$ 195,490
State Revolving Loans	16,340,571	-	-	16,340,571
Bond Proceeds/Town Creek Culvert	14,199,712	-	-	14,199,712
Transfer from Other Funds	10,807,207	1,296,265	1,296,265	12,103,472
Total Revenues	<u>\$ 41,542,980</u>	<u>\$ 1,296,265</u>	<u>\$ 1,296,265</u>	<u>\$ 42,839,245</u>
APPROPRIATIONS				
Stormwater Drain Maint Improvement	\$ 1,281,000	\$ -	\$ -	\$ 1,281,000
Town Creek Culvert Project	34,292,975	-	-	34,292,975
Watershed Masterplan Project	5,969,005	1,296,265	1,296,265	7,265,270
Total Appropriations	<u>\$ 41,542,980</u>	<u>\$ 1,296,265</u>	<u>\$ 1,296,265</u>	<u>\$ 42,839,245</u>

Section III: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2018-19 Revised Budget	C.	Total Amend #6	2018-19 Budget per Amend #6
ESTIMATED REVENUES				
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	14,968,989	-	-	14,968,989
Other Income	2,742,685	-	-	2,742,685
Spec Fed/State/Loc Grant	23,951,467	503,000	503,000	24,454,467
Spec Fed/State/Loc Grant	-	794,223	794,223	794,223
Bond Proceeds	10,296,803	-	-	10,296,803
Total Revenues	<u>\$ 52,077,944</u>	<u>\$ 1,297,223</u>	<u>\$ 1,297,223</u>	<u>\$ 53,375,167</u>
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Thomas Langston Rd. Project	3,980,847	-	-	3,980,847
Sidewalk Development Project	2,015,550	-	-	2,015,550
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	1,276,225	-	-	1,276,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	81,903	-	-	81,903
Street Improvements Project	10,285,372	-	-	10,285,372
Safe Routes to Schools	-	1,297,223	1,297,223	1,297,223
Total Appropriations	<u>\$ 52,077,944</u>	<u>\$ 1,297,223</u>	<u>\$ 1,297,223</u>	<u>\$ 53,375,167</u>

Section IV: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2018-19 Revised Budget	C.	Total Amend #6	2018-19 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 6,440,194	\$ (503,000)	\$ (503,000)	\$ 5,937,194
Transfer From General Fund	1,177,529	-	-	\$ 1,177,529
Transfer From Pre-1994 Entitlement	80,000	-	-	\$ 80,000
Transfer from Other Funds	20,852	-	-	\$ 20,852
Total Revenues	<u>\$ 7,718,575</u>	<u>\$ (503,000)</u>	<u>(503,000)</u>	<u>\$ 7,215,575</u>
APPROPRIATIONS				
Personnel	\$ 2,025,536	\$ -	\$ -	\$ 2,025,536
Operating	3,686,654	(503,000)	(503,000)	3,183,654
Capital Outlay	2,006,385	-	-	2,006,385
Transfer to Other Funds	-	-	-	-
Total Appropriations	<u>\$ 7,718,575</u>	<u>\$ (503,000)</u>	<u>\$ (503,000)</u>	<u>\$ 7,215,575</u>

Section V: Estimated Revenues and Appropriations. Street Improvement Bond Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2018-19 Revised Budget	C.	Total Amend #6	2018-19 Budget per Amend #6
ESTIMATED REVENUES				
Bond Proceeds	\$ 15,580,000	\$ -	\$ -	\$ 15,580,000
Total Revenues	<u>\$ 15,580,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,580,000</u>
APPROPRIATIONS				
Other	\$ 5,600,000	\$ -	\$ -	\$ 5,600,000
Bond Resurfacing Phase I	1,900,000	-	-	1,900,000
Bond Resurfacing Phase II	1,300,000	-	-	1,300,000
Bond Resurfacing Phase III	1,200,000	-	-	1,200,000
Eastside Greenway	750,000	-	-	750,000
Statons Rd/10th Street Connector	1,750,000	-	-	1,750,000
Sidewalk	1,400,000	(198,556)	(198,556)	1,201,444
West 5th	1,950,000	-	-	1,950,000
Safe Routes to School	-	198,556	198,556	198,556
Total Appropriations	<u>\$ 15,850,000</u>	<u>\$ (198,556)</u>	<u>\$ (198,556)</u>	<u>\$ 15,850,000</u>

Section VI: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 7th day of January, 2019

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
Budget Amendment #6
Fiscal Year 2018-19

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment #6:

2018-19 Contingency Fund Budget \$ 140,000

Appropriations As of Amendment #6:

Donation Carryover (100,000)
Economic Development Study: Creative (15,000)

Contingency Available for Appropriation per Amend #6 \$ 25,000