

Scope of Work

DNA and Forensic Serology Consulting Services

1.0 Purpose

The City of Austin (City) and Travis County (County) seek responses from consultants, consulting firms, colleges, laboratories or universities with qualifications and experience in in two key areas: (1) the analysis and assessment of forensic science audit findings and associated review of historical casework in forensic DNA analysis; and (2) strategic planning and assessment of the optimal organizational structure, staffing, training and leadership for the forensic DNA section of an accredited publicly funded crime laboratory.

The first objective of this Scope of Work is to provide the City and the County with a comprehensive understanding of the impact on forensic casework of each audit finding presented in the Texas Forensic Science Commission's final audit report for the Austin Police Department (APD) Forensic Services Division DNA Section. The second objective is to identify strategies to restructure the forensic DNA laboratory based on best practices in crime laboratory organization, leadership, staffing and training as well as applicable accreditation standards.

The selected Contractor shall be able to demonstrate experience gathering and analyzing information from law enforcement and forensic science agencies of comparable size. All data and recommendations stemming from the collection of information shall become the property of the City and County, and shall be fully accessible to the public under applicable open records laws.

2.0 Background

In May 2016, APD invited members from the Texas Forensics Science Commission (TFSC), the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) and the University of North Texas Health Science Center's Center for Human Identification to conduct a site audit of the APD DNA Laboratory. Findings from that audit prompted the APD to temporarily discontinue the analysis of DNA. Please see addendum A for the complete TFSC report.

3.0 Definitions/Abbreviations/Links

"APD" means Austin Police Department.

"TFSC" means Texas Forensic Science Commission.

"ANAB/ASCLD/LAB" means American National Standards Institute-American Society of Quality Control (ANSI-ASQ) National Accreditation Board/American Society of Crime Laboratory Directors/Laboratory Accreditation Board and is a non-profit specializing in the accreditation of public and private crime laboratories. The website is: <http://www.asclld-lab.org/>

"FBI QAS" means Federal Bureau of Investigation Quality Assurance Standards for Forensic DNA Testing Laboratories.

"City" means City of Austin, Texas.

"Contractor" means the individual or team or individuals responsible for complying with the tasks and requirements of this Scope of Work.

"County" means Travis County, Texas.

"DNA" means Deoxyribonucleic Acid.

4.0 Tasks/Requirements

4.1 Contractor's Minimum Qualifications & Experience:

All items listed in this section shall be in compliance at Offer submission and throughout the

life of the contract up until contract expiration.

- A. The Contractor shall possess a Master's Degree or higher in forensic science, biology, genetics, or comparable academic program. The Contractor shall provide proof of educational credentials, certifications, and applicable forensic DNA experience prior to contract award.
 - a. The educational requirements contained in this section shall apply to all individual members of a Contractor team with the exception of administrative support staff.
- B. The Contractor shall be versed in the latest technologies, scientific standards and best practices within the forensic DNA community including but not limited to relevant published research and the standards set forth by the Scientific Working Group on DNA Analysis Methods (SWGDM) and any standards or guidelines posted to the National Institute of Standards and Technology Organization of Scientific Area Committees (OSAC) Registry of Standards and Guidelines. The Contractor shall remain current on the latest technologies, scientific standards and best practices within the forensic DNA community throughout the life of this contract.
- C. The Contractor shall have knowledge and experience in forensic DNA analysis from forensic biology screening through analysis of complex DNA mixture evidence, including but not limited to limitations of analysis involving low copy number DNA.
- D. The Contractor shall have experience in teaching and training forensic DNA experts in either a laboratory or academic setting.
- E. The Contractor shall have an in-depth understanding of how to appropriately perform a validation study in a forensic DNA laboratory.
- F. The Contractor shall have experience with root cause analysis, corrective action and other fundamental components of the quality assurance process under applicable accreditation standards.
- G. The Contractor shall have experience conducting retroactive case reviews stemming from forensic nonconformities in a forensic DNA laboratory.
- H. The Contractor shall have experience working collaboratively with stakeholders in the criminal justice system, including prosecutors, defense attorneys, judges and law enforcement.
- I. The Contractor shall have a working knowledge of ANAB/ASCLD/LAB accreditation and FBI-QAS standards.
- J. The Contractor shall have experience identifying optimal organizational, staffing, training and leadership structures in crime laboratories with a focus on the particular needs of the crime laboratory's forensic DNA section.
- K. The Contractor shall have an understanding of published research regarding the impact of human factors (e.g., cognitive and confirmation bias) on forensic DNA casework including but not limited to current methods and strategies for minimizing the potential impact of human factors on the integrity and quality of forensic analysis.

4.2 Contractor's Responsibilities

- A. The Contractor shall review the TFSC's Audit Report findings and recommendations in addendum A.
- B. The Contractor shall provide an assessment of the potential impact of each Audit Report finding on forensic casework, including a quality action plan with root cause analysis for each finding.

- C. The Contractor shall prioritize the action items identified in the quality plan including a schedule containing milestones.
- D. The Contractor shall monitor and oversee the quality plan activities to ensure compliance.
- E. The Contractor shall develop a monitoring plan to ensure that each corrective action has been successful and meets any ongoing or long-term objectives of the corrective action.
- F. The Contractor shall determine when the action items in the quality plan have been successfully completed and all applicable TFSC recommendations addressed.
- G. The Contractor shall work closely and coordinate with the Travis County District Attorney's Office and the Capital Area Private Defenders Service in determining the impact on casework of each finding including customer impacts.
- H. The Contractor shall assess current trends and best practices in crime laboratory organizational structure in the United States and internationally and make a presentation regarding this information to the City and the County.
- I. The Contractor shall make recommendations to the City and the County regarding the optimal organizational, staffing, training and leadership structure of the DNA laboratory in Austin.
- J. The Contractor shall provide the City and the County with a strategic plan for the new organizational, staffing, training and leadership structure of the DNA laboratory, including recommendations regarding best practices and a timeline for achieving laboratory accreditation.
- K. The Contractor shall assist external auditors upon request should additional audits occur during this contract.
- L. The Contractor shall provide testimony in subsequent legal actions, if and when needed as requested by the District Attorney or the defense attorney at a cost not to exceed Five Hundred Dollars (\$500) per request. Expenses shall be split equally between APD and the County.
- M. The Contractor shall attend quarterly TFSC meetings as well as other City and County meetings as needed to provide updates on the various items contained in this section and work with the TFSC as needed to expedite the successful completion of the Contractor's responsibilities.
- N. If any deliverables do not conform to the contract requirements, the City shall require the Contractor to perform the deliverables or services again in conformity with the contract requirements, at no additional cost, in addition to the City reserving its rights through any and all other legal and equitable remedies.
- O. The Contractor shall not use the award of this Contract in any product literature or advertising without prior written approval of the City and the County.
- P. The Contractor shall submit monthly progress reports to the City and the County. The reports shall describe significant achievements and issues which have potential effect on schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in compliance with the stated scope and criteria.
- Q. The Contractor shall produce a final report containing a full analysis of the actions taken during the time of this contract including: (1) an assessment of the scope and impact of each TFSC audit finding including a quality plan to address potential casework impacts; (2) the Contractor's recommendations regarding the organizational, staffing, leadership and training structure for the laboratory including a strategic plan for achieving accreditation.

4.3 Administrative Responsibilities

- A. Business Records: The Contractor shall be required to maintain and be able to provide complete and accurate records on all business transactions including but not limited to maintenance records, employee records including time and attendance and financial records if applicable with the City and the County related to the performance of the Contract.
- B. Contact Persons: The Contractor shall designate a person or persons whom APD shall contact to arrange and coordinate the creation and transfer of materials throughout the life of the Contract. Any change in contact persons shall be approved by APD.
- C. Access to Records: The City and the County shall, subject to limitations provided by law with respect to rights of privacy, have the right to within three business days examine all records of the Contractor, including financial records, maintenance records, employee records including time, and attendance records, generated by the Contractor and its subcontractors in connection with performance of the Contract.

4.4 City and County Responsibilities

- A. APD will coordinate the providing of manuals, records, and case files from APD to the Contractor. The appropriate delivery method will be determined upon contract award.
- B. APD will provide assistance with gathering requested data on an as needed bases.
- C. APD will provide access to all Polymerase Chain Reaction (PCR) amplification kits, instrumentation, software and any other laboratory materials including evidence and evidentiary data to the extent permitted by law, as needed for the Contractor to perform this project.
- D. The City and the County will own all materials created as a result of this project.
- E. The City and the County will make available employees of the APD DNA Lab and the District Attorney's (DA) office for interviews and questions concerning items identified by the Contractor. The City and the County will make reasonable attempts to make available any prior APD DNA Lab or DA's office employee who may have relevant information.
- F. The Contractor is expected to complete a portion of the work on site at the APD DNA lab facility on a weekly basis. APD will make available office space for this requirement.

4.5 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Contractor reviews TFSC Audit Report	Immediately upon execution of contract	At Contract execution date	N/A	4.2.A

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Conduct root cause analysis, assess scope of impact and recommend quality plan for TFSC Audit Report findings	Include in monthly update to City/County/TFSC as well as in final report	Ongoing throughout contract term	City written approval	4.2.B, 4.2.C, 4.2.D, 4.2.E, 4.2.F
Work closely with Travis County DA's office and Capital Area Private Defender Service	Initial meeting upon execution and as needed throughout contract term	TBD	County written approval	4.2.G
Presentation to City and County regarding current trends in crime laboratory management, organization and leadership.	The Contractor shall provide an in-person presentation to stakeholders.	TBD	City and County written approval	4.2.H
Recommend new organizational, leadership, staffing and training structure for the laboratory	The Contractor shall provide recommendation during in-person meetings with City and County and also a written report regarding same.	TBD but no later than 6 months after contract execution date.	City and County written approval	4.4.I
Provide strategic plan regarding new organization and	The Contractor shall present strategic plan during in-person meetings with City and County and also a written report regarding same.	TBD but no later than 60 days after recommendation issued in 4.4.I	Attendance at meetings	4.2.J
Attend quarterly meetings of TFSC to provide update regarding progress.	Attend meeting, provide progress update and answer questions	Quarterly based on TFSC meeting schedule	City and Council written approval	4.2.M

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Provide monthly progress reports to City and County	The Contractor shall present a monthly written progress report to the City and the County.	First Monday of each month after contract execution date.	City and county written approval	4.2.P
Issue final report.	The Contractor shall issue the final report in writing and make presentation regarding same to City, Council and TFSC upon request.	TBD but no later than 18 months after contract execution.	City and Council written approval	4.2.Q

Addendum A: Texas Forensic Science Commission's *Final Audit Report for Austin Police Department Forensic Services*
Division DNA Section

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