

APPENDIX B

STATEMENT OF WORK

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APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Statement of Work (SOW) defines the specific tasks and responsibilities of the Contractor in providing DNA Laboratory Services to the Los Angeles County Sheriff's Department (Department) Scientific Services Bureau (SSB). The Los Angeles County Sheriff's Department, Scientific Services Bureau, Crime Lab is located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032. These services shall be provided on an as-needed, intermittent basis.

The Contractor shall assist SSB staff, as-needed, in completing serological and DNA testing of various items of evidence. The Contractor must be capable of performing the duties and specific work requirements as specified in this Statement of Work.

2.0 QUALITY ASSURANCE PLAN

The Contractor shall establish and utilize a Comprehensive Quality Assurance Plan that is appropriate to DNA testing activities to assure the Department a consistently high level of service throughout the term of the Agreement. Contractor shall submit the Quality Assurance Plan to the County Project Manager for review within fifteen (15) business days after execution of Agreement. In event the requirements and/or policy and procedures change during the term of the Agreement, Contractor shall update the Plan, and submit such updated plan to the County Project Manager within ten (10) business days of notification. The plan shall include, but may not be limited to the following:

- 1) Method and frequency of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 2) Specific activities to be monitored either on a scheduled or unscheduled basis;
- 3) Contractor's written policies and procedures for licensing, certifying, qualifying, training and proficiency testing for staff/analysts.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Project Manager

- 3.1.1 Contractor shall provide a full-time project manager or alternate to act as Contractor's liaison to the Department and who will be responsible for the day-to-day management of the Agreement. Contractor Project Manager shall be available by telephone during normal business hours, 8: 00 a.m. until 5:00 p.m., Monday through Friday. The Contractor shall appoint an alternate should the Project Manager be absent or otherwise unavailable.
- 3.1.2 Contractor's Project Manager shall provide the County Project Manager with an email address, fax and telephone number that is accessible 24-hours. Voice messages shall be returned within 24 hours of receipt of the message unless a specific hour is specified by the County Project Manager.
- 3.1.3 Contractor shall immediately notify the County's Project Director and County's Project Manager should the Contractor's analyst obtain incorrect proficiency test results or become aware of any other quality assurance matters. The notification shall be in writing and shall describe the problem and corrective action plan
- 3.1.4 Contractor's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. The Project Manager/alternate shall be able to effectively and clearly communicate in English, both orally and in writing.

3.2 Personnel/Analyst

- 3.2.1 Contractor shall assign a sufficient number of personnel to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to understand and clearly communicate in English, both orally and in writing.
- 3.2.2 All analysts examining evidence must wear safety and protective gear according to OSHA standards for the term of the Agreement.
- 3.2.3 All analysts must meet all minimum requirements for education, training, experience, and proficiency testing as required by ASCLD/LAB and the FBI's quality assurance standards.

- 3.2.4 Contractor shall provide, upon request by the County Project Manager, all documentation of education, training, experience, mandated bi-annual proficiency testing as required by ASCLD/LAB and the FBI's quality assurance standards for all analysts examining evidence.
- 3.2.5 Contractor shall provide, for court testimony on date specified, a DNA Analyst/Staff that is well versed, fluent English-speaking who has no fewer than three (3) criminal trial court qualified appearances, upon written request by the County Project Manager.

3.3 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to call received by the answering services within 24 hours unless a specific hour is specified by the County Project Manager.

3.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services as stated in this SOW and Appendix A, Model Master Agreement, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee. All equipment shall be checked daily for safety by the Contractor.

3.5 Training

- 3.5.1 All personnel/analysts shall be trained in their assigned tasks and in the safe handling of materials and equipment.
- 3.5.2 Contractor shall provide training for all employees assigned to perform work during the term and each optional term of this Agreement, including all new contractor employees.
- 3.5.3 Contractor shall provide documentation of training programs for all employees, including Contractor's new employees, within thirty (30) days of request by the County Project Manager.

4.0 WORK SCHEDULE

- 4.1 Upon receipt of a “Case Submission Form”, the Contractor shall submit to the County Project Manager within five (5) business days, for review and approval, a time line or schedule for completion on each test submitted by the County Project Manager or designee.
- 4.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit to the County Project Manager, immediately, a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor’s estimate, the County Project Director or County Project Manager must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

5.0 CONTRACTOR’S SPECIFIC DUTIES

- 5.1 Contractor’s DNA Testing Laboratory shall have and maintain accreditation by the American Society of Crime Laboratory Director’s Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of its most recent accreditation document and any ASCLD/LAB inspections to the County Project Manager within fifteen (15) days of execution of this Agreement, and each optional term of the Agreement.
- 5.2 Contractor’s DNA Testing Laboratory shall comply with the standards for a quality assurance program for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, entitled *Quality Assurance Standards for Forensic DNA Testing Laboratories*. This must be demonstrated by the submission of it’s most recent annual audit documentation to the County Project Manager.
- 5.3 Contractor’s DNA Testing Laboratory is required to perform the DNA testing on an instrument platform using STR kits specified at the time of analysis. The DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.

Note: Our current preferred platform is using an ABI 310 or 3130 Genetic Analyzer with the ABI AmpFISTR™Identifiler STR amplification kits with Genemapper ID® (GMID), GeneScan® and Genotyper® software. Also in use are ABI-Y-filer and Minifiler. The Department reserves the right to modify or change its platform at our discretion at any time during the service agreement.

- 5.4 Contractor’s DNA Testing laboratory shall make available upon request by County Project Manager, at no additional cost, any quality assurance

documents, including but not limited to, laboratory approved procedures, interpretation guidelines, proficiency test records, internal and external audits, validation studies, and analyst education and training records.

- 5.5 Contractor's DNA Testing Laboratory shall make its facility accessible for on-site visits by staff from the Department's Scientific Services Bureau.
- 5.6 Contractor's DNA Testing Laboratory shall be in compliance with the National Environmental Policy Act (NEPA) as required by the National Institute of Justice (NIJ).

6.0 SPECIFIC WORK REQUIREMENTS – TASKS AND DELIVERABLES

6.1 TASK 1:

Contractor will receive a submission form from the County's Project Manager or designee, requesting the services of DNA analysis. As available, the submission request will include the following information:

- Investigating Agency
- Agency's file number
- Crime charge
- Victim and suspect information
- A list of items to be tested identified with individual corresponding SSB's lab receipt number
- A brief summary on the origins of the items to be tested
- Instruction for the services requested
- County contact person information

DELIVERABLE 1:

Contractor shall provide the County Project Manager with an e-mail, fax, or letter to confirm the case acceptance upon receipt of the evidence, indicating the Contractor's file number, the County's Lab Receipt number, and the estimated cost based on the services requested.

6.2 TASK 2:

Contractor shall analyze the items submitted, with a turn-around-time not to exceed thirty (30) days from receipt of request, and provide a final report. If analysis is expected to exceed thirty (30) days turn-around-time, Contractor shall immediately notify the County Project Manager and provide an estimate time of completion. Contractor shall provide a complete copy of the case file to the County Project Manager, upon request, within five (5) business days. The complete case file shall

include, but not limited to the following: All notes, data (written and electronic), chain of custody documentation, reports and correspondence.

DELIVERABLE 2:

Contractor shall provide analysis within thirty (30) days from receipt of request and a final report for each case and shall include the items received, the items tested, method(s) of testing, the DNA technology used, the final results and any other information as described by the FBI's quality assurance document. Contractor shall immediately notify the County Project Manager and provide an estimate time of completion if analysis is expected to exceed the thirty (30) days turn-around-time.

6.3 TASK 3:

Contractor shall provide case updates and follow-up specified in a time log showing the ongoing analysis process, and/or brief consultation on the case and/or the work performed, to the County Project Manager, upon request within five (5) business days.

DELIVERABLE 3:

Contractor shall submit an invoice to County Project Manager for DNA testing services provided in each case. Invoices shall be approved by the County Project Manager or designee prior to payment. Each invoice will detail the date(s) on which billable work was performed; a description of work performed; and the total amount due under this Agreement. All invoices shall reference the Department or submitting agency file number or other unique case identifier recognized by the Department.

6.4 TASK 4:

Contractor shall upon completion of each analysis, ensure evidence items are returned and remaining DNA extracts are returned or properly preserved indefinitely.

DELIVERABLE 4:

Contractor shall return all evidence items and remaining DNA extracts to County Project Manager within thirty (30) calendar days of the report date or return all evidence items and properly preserve all remaining DNA extracts indefinitely as approved by the County Project Manager.

6.5 TASK 5:

Contractor shall upon completion of each analysis, retain indefinitely the original case file which includes all notes, data (written and electronic), chain of custody documentation, reports and correspondence.

DELIVERABLE 5:

Contractor shall return the original case file to the County Project Manager if the original case file cannot be retained indefinitely.

7.0 CONTRACT PERFORMANCE DISCREPANCY REPORT (TECHNICAL EXHIBIT 1)

Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract performance discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County Project Manager and the Contractor.

The County Project Manager will determine whether a formal Contract Performance Discrepancy Report will be issued. Upon receipt of such report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Performance Discrepancy Report to the County Project Manager within ten (10) business days of receipt of the Discrepancy Report.

8.0 PERFORMANCE REQUIREMENT SUMMARY (PRS) (TECHNICAL EXHIBIT 2)

All listing of services used in the Performance Requirements Summary (PRS), Appendix C, Technical Exhibit 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between the services as stated in the Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Agreement, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons

for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the dollar amount in the PRS.
- Reduce, suspend, or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Paragraph 8.0 does not preclude the County's right to terminate the Agreement upon thirty (30) business days written notice with or without cause, as provided for in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 6.0, Termination for Convenience.