

# **ATTACHMENT 1**

## **STATEMENT OF WORK**

### **DNA LABORATORY SERVICES**

**RFSQ 671-SH**

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## **STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

- 1.1 The Department desires to enter into master agreements with qualified Contractors to perform DNA testing/analysis of various items of evidence, including screening evidence for biological fluids, contact DNA, and/or DNA analysis (Services).
- 1.2 This Statement of Work (SOW) defines the general tasks and responsibilities of the Contractor in providing Services to the Los Angeles County Sheriff's Department (Department) Scientific Services Bureau (SSB). The SSB Crime Lab is located at 1800 Paseo Rancho Castilla, Los Angeles, California, 90032.
- 1.3 The Contractor shall perform the Services in accordance with the Work requirements outlined in this SOW. The Services shall be provided on an as-needed basis.

### **2.0 CONTRACTOR'S RESPONSIBILITIES**

#### **2.1 Contractor's Employees**

- 2.1.1 Contractor shall assign a sufficient number of employees to perform the required Work. At least one employee on site (Contractor's laboratory) shall be authorized to act for the Contractor and must be able to understand and clearly communicate in English, both orally and in writing.
- 2.1.2 All employees that handle Department evidence must wear safety and protective gear according to OSHA standards while performing Work under the Master Agreement.
- 2.1.3 All employees providing Services must meet all requirements for education, training, experience, and proficiency testing as required by the accrediting agency (see Paragraph 3.1), and the FBI's quality assurance standards (see Paragraph 3.2).
- 2.1.4 Contractor shall provide, upon request by the County Project Manager, documentation of education, training, and experience, and proficiency testing for any employee tasked with providing Services.
- 2.1.5 Contractor shall provide, upon request by the County Project Manager, documentation of mandated bi-annual proficiency testing as required by an accrediting agency and/or the FBI's quality

assurance standards for any employee tasked with providing Services.

2.1.6 Contractor shall provide an employee for court testimony, as required by County, or as ordered by a court in the State of California, on specified dates, who is well-versed, fluent English-speaking, with no fewer than three criminal trial court-qualified appearances, upon written request by the County Project Manager, at no additional cost to the Department.

## **2.2 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 Business Hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement.

## **2.3 Materials and Equipment**

The purchase of materials and equipment needed to provide the Services as stated in this SOW, the Master Agreement, and any ensuing Work Order, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employees. All equipment shall be checked daily, for safety, by the Contractor.

## **2.4 Training**

2.4.1 All Contractor's employees shall be trained in their assigned tasks, and trained in the safe handling of materials and equipment.

2.4.2 Contractor shall provide training for all employees assigned to perform Work during the Term of the Master Agreement.

2.4.3 Contractor shall provide documentation of training programs for all employees within 30 calendar days of request by the County Project Manager.

## **3.0 CONTRACTOR'S SPECIFIC DUTIES**

3.1 Contractor's DNA testing laboratory shall secure and maintain accreditation to ISO/IEC 17025:2017, "General Requirements for the Competence of Testing and Calibration Laboratories", and accompanying Forensic Science supplemental accreditation requirements.

This accreditation shall be from either the American National Standard Institute-National Accreditation Board (ANAB) or American Association for Laboratory Accreditation (A2LA)

Contractor shall maintain all accreditations throughout the Term of the Master Agreement.

Contractor shall demonstrate its compliance with this Paragraph 3.1 by submitting a copy of its most recent accreditation documentation and most recent annual accreditation certificate and scope of accreditation upon request, to the County Project Manager, at any time during the Term of the Master Agreement.

- 3.2 Contractor's DNA testing laboratory shall secure and maintain compliance with the quality assurance standards for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, titled *Quality Assurance Standards for Forensic DNA Testing Laboratories*. Contractor shall demonstrate compliance by submitting a copy of the Contractor's most recent annual audit documentation to the County Project Manager upon request, at any time during the Term of the Master Agreement.
- 3.3 Contractor's DNA testing laboratory shall be equipped to perform DNA testing using Short Tandem Repeat (STR) kits, including a male-specific STR (Y-STR) kit, with Applied Biosystems™ GeneMapper™ ID-X (GMID-X), on a capillary electrophoresis (CE) instrument platform and kit specified by the County Project Manager at the time of analysis or at the time of case submission. Acceptable CE platforms include the Applied Biosystems™ Genetic Analyzers 3130 and 3500, or variations thereof. The required autosomal DNA kit is Promega PowerPlex® Fusion 6C STR amplification kit. The Y-STR kit may be Promega PowerPlex® Y23 or Applied Biosystems™ Yfiler™ Plus. The ability to perform mitochondrial DNA testing is desirable.
  - 3.3.1 The Department reserves the right to modify or change its platform and/or kit at any time during the Term of the Master Agreement. Contractor will be notified of any modification or change to the Department's platform.
- 3.4 Contractor's DNA testing laboratory shall, throughout the Term of the Master Agreement, use a binary mixture interpretation/deconvolution protocol validated up to at least four-person mixtures, with the use of analytical and stochastic thresholds as defined by the Scientific Working Group for DNA Analysis Methods (SWGDM). Statistical approaches can include Random Match Probability (RMP), Modified RMP, Combined Probability of Inclusion (CPI), or Likelihood ratios. The utilization of

stochastic thresholds should allow the use of loci that may have potential alleles that are below the analytical threshold or have dropped out.

- 3.5 Contractor's DNA testing laboratory shall, throughout the Term of the Master Agreement, use STRmix™ probabilistic genotyping software to analyze data generated from Promega PowerPlex® Fusion 6C STR amplification kits with GMID-X software, and validated up to at least four-person mixture samples.
- 3.6 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 audit documents, and validation studies.
- 3.7 Upon 30 days' notice (unless otherwise agreed upon) from the County Project Director or the County Project Manager, Contractor's DNA testing laboratory shall make its facility accessible for on-site visits by Department staff.
- 3.8 Upon 30 days' notice (unless otherwise agreed upon) from the County Project Director or the County Project Manager, Contractor's DNA testing laboratory shall make its facility accessible for the On-site Vendor Laboratory Visit Program (OVP) offered by the FBI-NDIS-CODIS unit.
- 3.9 Contractor's DNA testing laboratory shall maintain compliance with the National Environmental Policy Act (NEPA), as required by the National Institute of Justice (NIJ), throughout the Term of the Master Agreement.

#### **4.0 SPECIFIC WORK REQUIREMENTS**

- 4.1 Work Orders will be issued as described in Paragraph 3.0 (Work) of the Master Agreement. The Work Order will describe the Services requested (e.g. screening evidence for biological fluids, contact DNA, and/or DNA analysis). As applicable, all Work Orders will include the following information:
  - a. Investigating agency
  - b. Agency's file number
  - c. Crime charge
  - d. Victim and suspect information
  - e. A list of items to be tested, identified with individual corresponding SSB's lab receipt number or the Laboratory Information Management System (LIMS) identification number
  - f. A brief summary on the origins of the items to be tested
  - g. Instruction for the services requested



- 4.9 Contractor shall, upon completion of each analysis, return all remaining evidence items to the County Project Manager at no additional cost to the Department.
- 4.10 Contractor shall return all remaining DNA extracts to the County Project Manager, upon request, or upon termination of the Master Agreement, at no additional cost to the Department. DNA extracts will be maintained in frozen storage or a validated room temperature DNA storage matrix.
- 4.11 Contractor shall, upon completion of each analysis, retain the original case file which includes all notes, data (written and electronic), chain of custody documentation, reports, and correspondence.
- 4.12 Contractor shall return the original case file to the County Project Manager upon request or upon termination of the Master Agreement at no additional cost to the Department.

## **5.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) that is appropriate to DNA testing activities to assure the Department a consistently high level of service throughout the Term of the Master Agreement. Contractor shall submit the Plan to the County Project Manager for review within 15 Business Days after execution of the Master Agreement. In the event that requirements and/or policy and procedures change during the Term of the Master Agreement, Contractor shall update the Plan, and submit such updated Plan to the County Project Manager within ten 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 Master Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed including but not limited to maintaining accuracy in testing, 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 re: licenses, permits, registrations, accreditations, certifications, qualifications, education, training, experience, and proficiency testing for Contractor's employees.



## **6.0 CONTRACT DISCREPANCY REPORT (CDR)**

- 6.1 Verbal notification of a contract discrepancy shall be made to the County Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County Project Manager and the Contractor's Project Manager.
  
- 6.2 The County Project Manager will determine whether Exhibit H (Contract Discrepancy Report) of the Master Agreement, will be issued. Upon receipt of such report, the Contractor Project Manager is required to respond in writing to the County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The Contractor Project Manager must submit its plan to correct the deficiencies identified in the CDR to the County Project Manager within ten Business Days of receipt of the CDR.

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