



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 27, 2017

Delivered by Email: thomas.riley@rileywelch.com

Riley Welch LaPorte & Associates Forensic Laboratories
Attention: Thomas P. Riley, President
P.O. Box 70
Frankenmuth, MI 48734

Subject: Contract Number: NG160000047 for Technical Review of the Sexual Assault Backlog Elimination Program Thirty (30) Day Notice of Termination of Contract Mutual Release and Settlement Agreement

Dear Mr. Riley:

This letter is to inform you that the City is hereby terminating subject contract without cause under the provisions of Paragraph 28-Section 0300 Standard Purchase Terms and Conditions of the contract entitled Termination without Cause.

Effective 30 days from the date of this letter, the City will terminate the subject Contract. In order to close out this Contract, the City requests that the Contractor cease all work immediately.

If you have any questions, please contact me at 512-974-3070 or erin.dvincent@austintexas.gov.

Sincerely,

Erin D'Vincent
Procurement Specialist IV

cc: Enjole Armstrong, Austin Police Department
Michelle Schmidt, Austin Police Department
Danielle Lord, Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Riley Welch LaPorte & Associates Forensic Laboratories ("Contractor")
for
Technical Review of the Sexual Assault Backlog Elimination Program
NG16000047**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Riley Welch LaPorte & Associates Forensic Laboratories having offices at Frankenmuth, MI 48734 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP EAD0127.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), EAD0127 including all documents incorporated by reference
- 1.1.3 Riley Welch LaPorte & Associates Forensic Laboratories Offer, dated 4/26/16, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for a term of 15 months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$216,000 for the Contract term. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order. Contractor shall be paid \$72.00 per completed Technical Review.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 Due to unforeseen circumstances on City's behalf, there will be a delay between execution of this Contract and the commencement of Contractor's performance under Section 0500, Scope of Work. This delay will create an anticipated initial six-month backlog of approximately 1,500 case reviews. Therefore, Contractor is granted a temporary suspension of Section 4.1.17 of Section 0500 Scope of Work, "The average turnaround time per review shall not exceed thirty (30) calendar days." Contractor will perform in accordance with all other requirements of the Contract Scope of Work and of Contractor's Offer until the backlog is eliminated. Once the backlog is considered eliminated by City and Contractor, Section 4.1.17 of Section 0500, Scope of Work will apply.

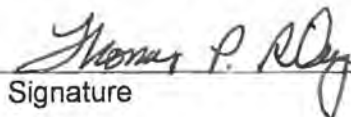
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Riley Welch LaPorte & Associates
Forensic Laboratories**

CITY OF AUSTIN

Thomas P. Riley
Printed Name of Authorized Person


Signature

President
Title:

7/7/16
Date:

Erin D'Vincent
Printed Name of Authorized Person


Signature

Senior Buyer Specialist
Title:

7-11-16
Date:

Exhibit A – Schedule
Exhibit B – Price Proposal

Exhibit A

Thomas P. Riley, B.S., *, **
Forensic Document Examiner
Michigan

Gerald M. LaPorte, M.S.F.S., **, ***
Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
Forensic Document Examiner
Minnesota

Kurt W. Moline, M.S.
Forensic Firearm & Toolmark Examiner
Minnesota

RILEY WELCH LAPORTE & Associates Forensic Laboratories

P.O. Box 70, Frankenmuth, Michigan 48734-0070
Telephone (517) 394-1512 Fax (517) 803-4403

Todd W. Welch, B.A., *, **
Forensic Document Examiner
Michigan

Jennifer Naso, M.S.F.S.
Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

TAB 11 – SCHEDULE

Task/Milestone	Performance Measure	Time to Complete	Due Date
Receive APD Training	Successful completion of reviews by all RWL Technical Reviewers	1 week	End of Week 1
Establish FTP Connection to Vendor Analytical Laboratory (VAL) File Share Location	Successful connection to File Share Location	1 week	End of Week 2
APD & VAL provide competency test review with embedded errors via file share location	Successful completion of competency test reviews by all RWL Technical Reviewers	2 weeks	End of week 4
VAL uploads case files to file share location by the 1 st day of each month	Data successfully uploaded and accessible to RWL by the 1 st day	1 day	1 st day of week 5, then 1 st day of each month to follow; to completion of contract work
DNA Technical Reviews downloaded monthly from file share location	Successful download of all information	3 days	Day 4 of each month; monthly completion
Assess Team Needs	Assessment Completed		
Assign Cases to Reviewers	Cases Assigned		
Conduct reviews by the 27 th day of each month	Reviews completed successfully by 27 th day	24 days	27 th day of each month
RWL may conduct internal quality control reviews of up to 5% of the reviews completed by RWL Reviewers	Completion of internal quality control measures, if necessary	Ongoing	Ongoing for life of contract
Any quality issues identified in technical reviews are communicated to Austin PD or AVL, or both, per Austin PD preference	Identification of any quality control issues identified in the process of conducting reviews	Ongoing	Ongoing for life of contract
Compile reviews and issue a summary of all reviews completed for month along with supporting documentation to APD for CODIS entry and completion of process	Reviews compiled and along with supporting documentation provided to APD by the 30 th of each month	3 days	30 th day of each month
Expert Testimony	RWL DNA Technical Reviewers available to provide Expert Testimony, as needed	As needed	As needed
Billing	RWL bills APD monthly for reviews completed during the previous month	1 st of the month	Net 30
Data Return	Per APD instruction, RWL returns data in possession	1 day	End of contract
Payment of Retainage	Successful completion of contract	30 days	Net 30

*Diplomate of the American Board of Forensic Document Examiners, Inc.

**American Society of Questioned Document Examiners

***Fellow of the American Academy of Forensic Sciences

www.rileywelch.com

Exhibit B

Thomas P. Riley, B.S., *, **
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Jeffrey Nye, M.S.
Forensic DNA Analyst

SECTION IV – PRICE PROPOSAL

Based upon our estimated costs, we are able to provide the following proposal.

Anticipated Capacity: Based upon the current and expected resources, RWL is confident that it can complete up to 300 technical reviews per month.

Pricing: Our pricing proposal is \$72.00 per review completed.

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April 27, 2016

SEXUAL ASSAULT KIT REVIEW PROPOSAL

City of Austin

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Section II

- Part I – See Tab 1
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Section III

Agreed

**Diplomate of the American Board of Forensic Document Examiners, Inc.
**American Society of Questioned Document Examiners
***Fellow of the American Academy of Forensic Sciences*



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: EAD0127

DATE ISSUED: 4/11/16

REQUISITION NO.: 16031700333

COMMODITY CODE: 99226

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent
Senior Buyer Specialist
Phone: (512) 974-3070
E-Mail: Erin.DVincent@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Technical Review of Sexual Assault Kit Analyses performed in connection with the DNA Backlog Elimination Program

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 7870

PROPOSAL DUE PRIOR TO: 4/28/16

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response for Solicitation # RFP EAD0127	Purchasing Office-Response Enclosed for Solicitation # RFP EAD0127
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY ON 6 SEPARATE FLASH DRIVES OF YOUR ORIGINAL RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	15
0510	EXCEPTIONS	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Riley Welch Laporte & Associates Forensic Laboratories

Company Address: PO Box 70

City, State, Zip: Frankenmuth, Michigan 48734-0070

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Thomas P. Riley

Title: President

Signature of Officer or Authorized Representative: 

Date: 4-26-2016

Email Address: thomas.riley@rileywelch.com

Phone Number: 517-394-1512

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Based upon our estimated costs and anticipated capacity, we are able to provide the following proposal:

Anticipated Capacity: 300 - 400 Technical reviews per month.

Pricing: Our pricing proposal is \$72.00 per completed Technical Review

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than 4:00 PM, local time, 4/19/16.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability:** at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional lab services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Contract.

- v. **Cyber Liability Insurance:** coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect until September 30, 2017, unless an extension is issued by the Grantor.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).

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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767-1629

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

6. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual

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compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
 - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
 - A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
 - C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

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Jeff Sailus or current DNA Supervisor

Jeff.Sailus@austintexas.gov

512-974-5108

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. RFP EAD0127

Description: Technical Review of Sexual Assault Kit Analyses Performed as Part of the DNA Backlog Elimination Program

1.0 **Purpose**

The purpose of this contract is to outsource the technical review of the data received from an outside lab performing analysis for the presence of deoxyribonucleic acid (DNA) on the backlog of the Austin Police Department's (APD) sexual assault cases. Eligible DNA profiles will be entered into the Combined DNA Index System (CODIS) database by APD in order to assist investigators in solving these crimes.

2.0 **Background**

As a result of an award of the 2015 Sexual Assault Kit Backlog Elimination Grant Program by the Office of the District Attorney, New York, APD issued a Request for Proposal (RFP) in December 2015 for the outsourcing of approximately two thousand (2,000) sexual assault kits (SAKs) for forensic DNA testing. The evaluation of the RFP has been completed and is currently scheduled to be reviewed by the Austin City Council at the end of April 2016. The intent of this new contract is to perform the technical review of the DNA profile data generated under the pending contract for SAK backlog elimination.

Based on the previous experience of other crime laboratories undertaking similar processes, it is anticipated that approximately one thousand (1,000) SAKs will result in an entry of the forensic DNA profile into the CODIS database. Those profiles will require technical review by the Contractor selected as a result of this solicitation. The FBI's Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories, Standard 17, requires the National DNA Indexing System (NDIS) participating laboratory (APD) to show ownership of outsourced DNA testing through the completion of a technical review prior to entry of forensic DNA into CODIS. Furthermore, Standard 17 allows for a third party reviewer to complete these requirements.

3.0 **Definitions and Links**

"DNA" means a self-replicating material present in nearly all living organisms as the main constituent of chromosomes. It is the carrier of genetic information.

"Sexual assault kit" (SAK) means a set of swabs, slides, envelopes, receptacles, instructions and forms specifically designed to collect and preserve physical evidence by a health care professional from a survivor of sexual assault so that the evidence can be used in a criminal sexual assault investigation.

"Technical review" means an evaluation of a SAK's reports, notes, data and other documents to ensure that there is an appropriate and sufficient basis for the scientific conclusions.

"Combined DNA Index System (CODIS)" means the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. More information can be found at: <https://www.fbi.gov/about-us/lab/biometric-analysis/codis/codis-and-ndis-fact-sheet>

"APD" means the Austin Police Department.

"FBI" means the Federal Bureau of Investigation.

"Quality Assurance Standards for Forensic DNA Testing Laboratories" are quality assurance measures that place specific requirements on laboratories by the FBI. Information can be found at: https://www.fbi.gov/about-us/lab/biometric-analysis/codis/qas_testlabs

"National DNA Index System" means one part of CODIS, the national level, containing the DNA profiles contributed by federal, state, and local participating forensic laboratories. More information can be found at the CODIS link above.

"Short Tandem Repeats (STR)" means a microsatellite, consisting of a unit of two (2) to thirteen (13) nucleotides repeated hundreds of times in a row on the DNA strand. STR analysis measures the exact number of repeating units.

4.0 **Tasks/Requirements**

4.1 **Contractor's Responsibilities**

- 4.1.1 The Contractor shall follow all current APD DNA technical review protocols and utilize the review documentation forms provided by APD.
- 4.1.2 The Contractor shall not sub-contract any of the APD technical reviews to any other company/organization.
- 4.1.3 The Contractor shall receive secure electronic copies of completed case files for technical review directly from APD or an APD-contracted vendor laboratory.
- 4.1.4 The Contractor shall comply with Standard 17 of the Federal Quality Assurance Standards for Forensic DNA Testing Laboratories.
- 4.1.5 Contractor shall provide documentation with its proposal response to show that all individuals performing technical review services are currently qualified, or previously qualified, in the use of technology, software platforms and typing amplification test kits used to generate the data and participate in and National DNA Index System (NDIS) laboratory's proficiency-test program as per Standard 17.6 of the FBI quality Assurance Standards of Forensic Testing Laboratories. All personnel shall be approved in writing by APD prior to commencement of any work. This shall be listed under Tab 8 of proposal response.
- 4.1.6 APD shall be given at least one (1) month notice of any changes in the status of the Contractor's technical review personnel associated with this contract and APD shall have the ability to approve or deny any changes of review personnel
- 4.1.7 For the purposes of compliance with the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories (QAS), the Contractor's employees who provide technical review services of vendor laboratory reports shall be considered to be contract employees of APD, as the term "contract employee" is defined in the QAS, effective September 1, 2011. The FBI's QAS for Forensic DNA Testing Laboratories, effective, September 1, 2011, defines a contract employee as "an individual that provides DNA typing and/or analytical support services to the NDIS participating laboratory. The person performing these services shall meet the relevant qualifications for the equivalent position in the NDIS participating laboratory. A contract employee cannot serve as a casework CODIS Administrator or technical leader and cannot be counted as a full-time qualified DNA analyst for purposes of satisfying the definition of a laboratory. Employment of a contract employee by multiple NDIS participating and/or vendor laboratories shall be disclosed and shall only be permitted subject to approval by the technical leader of the NDIS participating laboratory for which the contract employee is performing DNA typing and/or analytical services."

- 4.1.8 Contractor employees shall not be considered to be employees of APD other

than as referenced above in 4.1.7, for any purpose whatsoever, including, but not limited to, taxes, employment benefits, workers compensation coverage and third-party liability claims.

- 4.1.9 The Contractor shall only assign forensic DNA scientists that meet the education, experience, training, and competency requirements as detailed in Section 5.5 of the FBI's QAS for Forensic DNA Testing Laboratories, and are thus qualified to conduct technical reviews under the terms of this Agreement. Assignments must be approved in writing by the APD Technical Leader prior to conducting technical reviews.
- 4.1.10 The Contractor shall accept training from APD as described in Section 4.5 City's Responsibilities listed below.
- 4.1.11 The Contractor shall maintain competency and proficiency testing using Short Tandem Repeats (STRs) and PowerPlex Fusion 5C under the APD's existing proficiency testing program to the extent in which they participate in casework, as required by the FBI's QAS for Forensic DNA Testing Laboratories.
- 4.1.12 The technical review shall include documentation using a standardized form provided by APD, and a standard entry form for uploading to CODIS that includes DNA profiles eligible for entry into CODIS.
- 4.1.13 Contractor shall be available to provide expert testimony on cases where review was performed by Contractor. It is estimated that less than five percent (5%) of the cases will require expert testimony.
- 4.1.14 Contractor shall provide testimony in subsequent legal actions, if and when needed as requested by the District Attorney or the defense attorney.
- 4.1.15 At no time will DNA profiles generated from APD casework be entered into internal or external databases used for investigative purposes by law enforcement personnel, scientific personnel or any other parties.
- 4.1.16 APD may upgrade instrumentation and/or chemistry kits throughout the duration of the contract; therefore, APD may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such modifications cause a change in the Contractor's ability to review cases, the APD Technical Leader shall be notified in writing within fifteen (15) calendar days by the Contractor from the date the Contractor was first notified.
- 4.1.17 The average turnaround time per review shall not exceed thirty calendar (30) days.

4.2 Contractor Confidentiality and Security Requirements

4.2.1 General Confidentiality Requirements

4.2.1.1 All case information is confidential criminal justice information. Access to APD case information shall be controlled by the Contractor and limited to those personnel identified to APD as working under this contract. The Contractor shall not provide information concerning APD cases to anyone other than a representative of APD without first notifying and receiving approval from APD. All technical reviews shall be completed at the facility identified by the Contractor in its proposal response.

4.2.1.2 All information provided by APD to the Contractor or created by the Contractor in performing the obligations under the subsequently awarded Contract resulting from this Solicitation is confidential and shall not be used by

the Contractor or disclosed to any person or entity, unless such use or disclosure is required for the Contractor to perform its work under the Contract resulting from this Solicitation.

4.2.1.3 The obligations of this Section 4.2 do not apply to information that the Contractor can demonstrate:

4.2.1.3.1 Is publically available;

4.2.1.3.2 The Contractor received from a third party without restriction on disclosure and without breach of conduct or other wrongful act;

4.2.1.3.3 The Contractor independently developed without regard to APD confidential information; or

4.2.1.3.4 Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that the Contractor shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with APD at APD's cost and expense, in any effort made by APD to seek a protection order or other appropriate protection of its confidential information.

4.2.1.4 The Contractor shall notify APD in writing of any unauthorized release of confidential information within one (1) hour of when the Contractor knows or should have known of such unauthorized release.

4.2.1.5 If the Contractor has any questions or doubts as to whether particular material or information is confidential information, the Contractor shall obtain the prior written approval of APD prior to using, disclosing, or releasing such information.

4.2.1.6 The Contractor acknowledges that APD's confidential information is unique and valuable, and that APD may have no adequate remedy at law if the Contractor does not comply with its confidentiality obligations under the Contract resulting from this Solicitation. Therefore, APD shall have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of the Contractor if the Contractor fails to perform any of its confidentiality obligations under the Contract resulting from this Solicitation.

4.2.1.7 The Contractor shall immediately return to APD all confidential information when the Contract resulting from this Solicitation terminates, or at such earlier time as when the confidential information is no longer required for the performance of the Contract resulting from this Solicitation or when APD requests that such confidential information be returned.

4.2.1.8 The FBI (CODIS) and APD have computer security requirements which may apply. The Contractor's and subcontractor's employees working on this assignment shall sign and submit appropriate agreements and abide by these security requirements, within five

(5) calendar days of a APD's request.

4.3 Sensitive Personal Information

To the extent that this subsection does not conflict with the subsection herein entitled, General Confidentiality Requirements, 4.2.1, the Contractor shall comply with both this subsection and the General Confidentiality Requirements subsection. To the extent this subsection conflicts with the subsection herein entitled General Confidentiality Requirements, this subsection entitled Sensitive Personal Information prevails.

"Sensitive personal information" is defined as follows:

4.3.1 An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:

4.3.1.1 Social security number;

4.3.1.2 Driver's license number or government-issued identification number;

4.3.1.3 Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account;

4.3.2 Information that identifies an individual and relates to the physical or mental health condition of the individual;

4.3.2.1 The provision of health care to the individual;

4.3.2.2 Payment for the provision of health care to the individual.

4.4 Breach of System Security – "Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information the Contractor maintains under the Contract that would result from this Solicitation, including data that is encrypted if the Contractor's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Contractor for the purposes of performing under the Contract resulting from this Solicitation is not a breach of system security unless the employee or agent of the Contractor uses or discloses the sensitive personal information in an unauthorized manner.

4.4.1 The Contractor shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by the Contractor under the Contract resulting from this Solicitation.

4.4.2 The Contractor shall notify APD immediately and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, the Contractor shall delay providing notice to the affected people at APD's request, if APD determines that the notification shall impede a criminal investigation. The notification to the affected people shall be made as soon as APD determines that it shall not compromise any criminal investigation.

4.4.3 The Contractor shall give notice to all individuals affected by the Breach as follows, at the Contractor's expense:

4.4.3.1 Written notice via United States Postal Service First Class mail;

4.4.3.2 Electronic notice, if the notice is provided in accordance with 15 U.S.C. 7001 – General Rule of Validity;

4.4.3.3 Notice as follows:

- a. If the Contractor demonstrates that the cost of providing notice would exceed two hundred fifty thousand and no/100 dollars (\$250,000.00), the number of affected people exceeds five hundred thousand (500,000), or the Contractor does not have sufficient contact information for the affected people, the Contractor may give notice as follows:
- b. Electronic mail, if the Contractor has an electronic mail address for the affected people;
- c. Conspicuous posting of the notice on the Contractor's website;
- d. Notice published in or broadcast on major statewide media; or

4.4.3.4 If the Contractor maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," the Contractor may provide notice in accordance with that policy.

4.4.3.5 If this subsection requires the Contractor to notify, at one time, more than ten thousand (10,000) people of a breach of system security, the Contractor shall also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.

4.5 City's Responsibilities

4.5.1 APD will provide remote or in-person training and competency testing to any of the Contractor's employees assigned to resulting contract regarding their technical review duties and CODIS. This training will include, at a minimum:

- 4.5.1.1 CODIS eligibility requirements,
- 4.5.1.2 DNA profile entry criteria,
- 4.5.1.3 Components of the technical review,
- 4.5.1.4 Documentation of the technical review, and
- 4.5.1.5 Creation of an uploadable DNA profile electronic file.

4.5.2 APD will coordinate efforts with the selected Contractor to provide training to the Contractor's employees on the selected Contractor listed in Section 2.0 Contractor's laboratory's respective case file organization and interpretational guidelines.

4.5.3 APD will coordinate with the Contractor to address any inquiries generated by the Contractor's employees during the technical reviews. APD will resolve all inquiries with the other (outsourced) Contractor's laboratory independent of this Contractor.

4.5.4 APD at their discretion will select and conduct a random review of the technical reviews conducted by Contractor employees under the terms of the contract.

4.5.5 As required by the FBI's QAS for Forensic DNA Testing Laboratories, APD will administer proficiency tests to each Contractor employee after training and throughout the contract term as needed, consistent with the full extent of analytical support services being provided to APD by the employees. The proficiency tests shall be conducted under the APD proficiency test program.

4.5.6 All training and proficiency testing of Contractor's employees required by the FBI's QAS for Forensic Testing Laboratories shall be provided by APD without cost to the Contractor.

5.0 **Deliverables/Milestones**

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Receive case files	Contractor has the ability to receive secure electronic copies of completed case files for technical review	Upon contract award	Receipt of documents	4.1.3
Notice of personnel changes	Give APD notice of any changes in status of personnel associated	1 month notice	Meet timeline	4.1.6
Assign appropriate personnel	Assign forensic DNA scientists and have them approved by APD	Upon contract award & as needed	Proof of credentials	4.1.9
Training	Accept training from APD	Upon contract award & as needed	As completed	4.1.10
Completion of Forms	Document technical review on APD & standard entry form for uploading into CODIS	Ongoing	Receipt of documents	4.1.12
Provide Expert Testimony	Contractor available to provide expert testimony	Upon request by DA	As needed	4.1.13 & 4.1.14
Case Turnaround Time	Turnaround time per review not exceed 30 days	Not later than 30 calendar days per case	Ongoing	4.1.17

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0127**

1. 1. PROPOSAL FORMAT

Submit two original paper copies and an electronic copy of the original proposal in PDF version on six separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Documents - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0510 Exceptions
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0835 Non-Resident Bidder Provisions Form
- D. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

Tab 2 – Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 3 – Exceptions: List any exceptions that your company is making to the solicitation on form 0510 of the solicitation packet. Exceptions not listed on the form may not be considered. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

Tab 4 – Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

Tab 5 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 6 – Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Additionally, specifically include the following:

- Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
- List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
- List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

**CITY OF AUSTIN
PURCHASING OFFICE
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SOLICITATION NUMBER: RFP EAD0127**

- Has your firm ever failed to complete any work awarded to you? If so, where and why?
- Has your firm ever been terminated from a contract? If so, where and why?
- State any violations regarding maintenance of confidentiality of laboratory samples and include corresponding paperwork referencing the violations.

Tab 7 – Prior Experience & References: Describe only relevant experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Include what agencies you have submitted a response to for the same service in the last 24 months and if you've been awarded a contract.

Provide a minimum of two (2) customer references equivalent to the size and scope described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References shall include the following information:

- Name of Agency
- Number of kits tested
- Contact name – agency Project Manager
- Contact telephone number and email
- Year project took place and length of project
- Budget/award amount of project
- Scope and magnitude of project
- Was project completed on time and in budget?

Tab 8 – Applicable Experience including Personnel Qualifications: Include names and qualifications of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a brief explanation of each proposed staff's experience and provide documentation with proposal response to show that all individuals performing technical review services are currently qualified or previously qualified, in technology, platform, and typing amplification test kit used to generate the data and participate in and National DNA Index System (NDIS) laboratory's proficiency-test program as per Standard 17.6 of the FBI quality Assurance Standards of Forensic Testing Laboratories per 4.1.5 and 4.1.7 in Section 0500 Scope of Work. Include years of experience in their current position, educational background, certifications/accreditations they hold, and how resource time, work quality, and other priorities are managed. Provide all resumes.

Tab 9 – Work Plan & Approach: This section shall describe the offeror's understanding of the City's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. This section shall include a discussion and justification of the methods proposed for each task identified in the Scope of Work. The work plan description shall include a list of tasks, activities and/or milestones that will be employed to administer the project, and the task assignments of staff members and level of effort for each linked to the Price Proposal. Provide your plan regarding the capacity of your laboratory to meet or exceed the expectation of Section 0500 Scope of Work 4.1.1. through 4.1.17.

Provide evidence that this approach has resulted in successful projects in the past. Define in detail your understanding of the requirement presented in this request for proposal and your work plan and approach. Provide all details as required and any additional information you deem necessary to evaluate your proposal.

**CITY OF AUSTIN
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SOLICITATION NUMBER: RFP EAD0127**

Include a copy of the quality control protocols used by your laboratory for the technical review of forensic DNA samples. Include your written policies governing confidential information and how your company will protect the confidentiality of all records and other materials that are maintained in accordance with the resulting contract.

Tab 10 – Confidentiality and Security Requirements: Describe in detail the procedures your company enacts including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained. Additionally, describe in detail your notification procedures after discovering the breach or receiving notification of the breach. Reference 4.4.1, 4.4.2, and 4.4.3.3 in Section 0500 Scope of Work.

Tab 11 – Schedule: Provide a detailed proposed project schedule by task with due dates. Reference 4.4.17 in Section 0500 Scope of Work.

Tab 12 – Compliance: A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Section II

Part I - Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Part II - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Part III – Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Part IV - Price Proposal: Information described in the following subsection is required from each Proposer. Your method of pricing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is required.

Pricing shall be a fixed price per review and include any applicable fees, additional costs, etc. as this will not be paid separately. List the unit price per review in this section of RFP response.

- i. Travel expenses by the Contractor are not allowable under this contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0127**

Section III

1. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

- (1) Schedule (reference Section I Tab 11) – 25 Points
- (2) Total Evaluated Price (reference Section I Part IV) – 20 Points
- (3) Work Plan and Approach (reference Section I Tab 9) – 20 Points
- (4) Demonstrated Applicable Experience including Personnel Qualifications (reference Section I Tabs 7 & 8) – 15 Points
- (5) Confidentiality and Security Requirements (reference Section I Tab 10) – 10 points
- (6) LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and price after submission. Maximum 25 points.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Riley Welch LaPorte & Associates Forensic Laboratories	
Physical Address	10578 Imperial Drive, Eaton Rapids MI 48827	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Riley Welch LaPorte & Associates Forensic Laboratories

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Michigan

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: EAD0127

PROJECT NAME: Technical Review of Sexual Assault Kit Analyses performed in connection with the DNA Backlog Elimination Program

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No XX If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

Yes _____

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

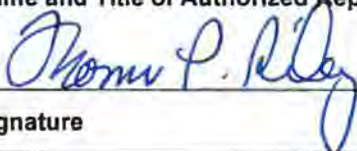
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Riley Welch LaPorte & Associates Forensic Laboratories

Company Name

Thomas P. Riley, President

Name and Title of Authorized Representative (Print or Type)



Signature

4-26-2016

Date

Thomas P. Riley, B.S., *, **
Forensic Document Examiner
Michigan

Gerald M. LaPorte, M.S.F.S., **, ***
Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
Forensic Document Examiner
Minnesota

Kurt W. Moline, M.S.
Forensic Firearm & Toolmark Examiner



P.O. Box 70, Frankenmuth, Michigan 48734-0070
Telephone (517) 394-1512 Fax (517) 803-4403

Todd W. Welch, B.A., *, **
Forensic Document Examiner
Michigan

Jennifer Naso, M.S.F.S.
Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst

TAB 2 – AUTHORIZED NEGOTIATOR

Thomas P. Riley
Riley Welch LaPorte & Associates Forensic Laboratories
PO Box 70
Frankenmuth MI 48734-0070
Telephone (517) 394-1512
Direct Dial (517) 204-4290

**Diplomate of the American Board of Forensic Document Examiners, Inc.
**American Society of Questioned Document Examiners
***Fellow of the American Academy of Forensic Sciences*

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**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP EAD0127

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 3 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number	Section Number	Section Description
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Alternative Language:

Justification:

Thomas P. Riley, B.S., *, **
Forensic Document Examiner
Michigan

Gerald M. LaPorte, M.S.F.S., **, ***
Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
Forensic Document Examiner
Minnesota

Kurt W. Moline, M.S.
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Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst

TAB 4 – PROPOSAL ACCEPTANCE PERIOD

Agreed per RFP

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Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

Tab 5

Executive Summary

SEXUAL ASSAULT KIT REVIEW PROPOSAL

City of Austin

Riley Welch LaPorte & Associates Forensic Laboratories (RWL) provides forensic science examinations and consultations worldwide in questioned documents, ink dating and ink age determination, latent prints, firearms & toolmarks and forensic biology/DNA. RWL is an S-Corporation that was incorporated in the State of Michigan in 1996. RWL was established in 1996 to provide the highest quality forensic document examinations to the legal community and the general public, using state-of-the-art instrumentation and techniques. Over the years, RWL has expanded to ink chemistry and ink age determination, latent prints, firearms and toolmarks, and forensic biology and DNA.

Currently, RWL employs a DNA expert and Technical Leader, Jeffrey Nye, who has over nineteen years of experience, and who is also a DNA Technical leader conducting with a large law enforcement agency laboratory that provides services statewide. He has worked extensively with private fee-for-service laboratories for more than ten years through outsourcing, developing DNA technical specifications and conducting on site visits as required. Our DNA expert has a very good understanding of the strengths and weaknesses of various vendor laboratories, based upon his interactions with them over the years. He and another one of our DNA analysts have published in the area of DNA, specifically a paper titled Developmental validation of the PowerPlex® Fusion System for analysis of casework and reference samples: A 24-locus multiplex for new database standards in Forensic Science International. Mr. Nye is competent and proficiency tested in DNA Analysis.

In addition, RWL employs three other highly qualified and motivated DNA analysts. These analysts have significant depth of experience in DNA analysis, FBI QAS Standard 17 technical reviews, competent and proficiency tested in DNA Analysis.

Currently, RWL holds a five-year contract with the State of Oregon for technical reviews and reexaminations of questioned document evidence. We are in good standing with the State of Oregon and we have and continue to meet their requirements. We also have a contract with a large metropolitan city for Firearms & Toolmarks. This contract is of a confidential nature and is ongoing. We have and continue to meet all of the requirements under this contract.

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RWL fully recognizes that these contracts are not in the area of DNA Technical Review however they do demonstrate our commitment to complete contractual work in accordance with the terms of the contract.

Furthermore, while our experience with contracts is in other disciplines, we are confident in Mr. Nye's ability to provide the highest level of quality in the technical reviews under this contract, oversee this project and meet all contractual commitments and deadlines. Mr. Nye has been a leader around the country in this area and he has gone above and beyond to help agencies struggling with backlogs of sexual assault kits. In this role, Mr. Nye will continue to assist with the reduction of backlogged DNA evidence, a cause that he is passionate about.

Riley Welch LaPorte & Associates Forensic Laboratories has not yet registered with the Texas Secretary of State to do business in the State of Texas. If awarded the contract, the required Application for Registration of a Foreign For-Profit Corporation (Form 301), which has been completed, will be filed immediately with the Texas Secretary of State. We have secured a Registered Agent in the State of Texas and are awaiting the outcome of this bid.

In keeping with our longstanding tradition of providing the highest quality forensic science services, we are confident in our ability to provide the City of Austin the services of Technical Review of Sexual Assault Kit Analyses performed in connection with the DNA Backlog Elimination Program, if awarded this contract.

Our enclosed proposal provides a detailed plan for meeting or exceeding all of the requirements of this RFP, with clearly established timelines, expectations and responsibilities.

Thomas P. Riley, B.S., *, **
Forensic Document Examiner
Michigan

Gerald M. LaPorte, M.S.F.S., **, ***
Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
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Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst

TAB 6 - BUSINESS ORGANIZATION

1. Riley Welch LaPorte & Associates Forensic Laboratories (RWL) is an S-Corporation, incorporated in the State of Michigan since May of 1996.
2. The mailing address is PO Box 70, Frankenmuth, Michigan 48734.
3. RWL is owned by Thomas P. Riley, Todd W. Welch and Gerald M. LaPorte.
4. In addition to the three partners, there are nine employees RWL forensic experience levels range from nine to twenty six years.
5. RWL carries a \$2,000,000.00 General & Professional Liability Insurance policy.
6. RWL carries Worker's Compensation and Employer's Liability Insurance.
7. RWL has a longstanding history of providing the highest quality forensic science services worldwide to private and government clients.
8. RWL billing is net 30 days
9. RWL has a full-time Office Manager who provides administrative assistance and customer support
10. Federal Tax Identification #38-3294972
11. For RWL business details on file with the State of Michigan are available online, ID #394799, go to: http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp

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**American Society of Questioned Document Examiners
***Fellow of the American Academy of Forensic Sciences*

www.rileywelch.com

QUESTIONS FROM RFP

1. *Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?*

a. **Riley Welch LaPorte & Associates Forensic Laboratories is not currently registered with the State of Texas. RWL will complete the process of obtaining legal authorization from the State of Texas in the event this contract is awarded to our firm.**

2. *List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.*

a. **None**

3. *List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.*

a. The following collection matters have been or are currently being litigated:

RWL v Tracy McIntyre
Case Number: 12-05428 GC
Court: 54-A Judicial District Court
Resolution: PENDING

RWL v Paul Bailey
Case Number: 12-054729 GC E
Court: 52-3 Judicial District Court
Resolution:\$1,828.53

RWL v Paul Siebert
Case Number: 16-P1287-GC
Court:35th District Court
Resolution: PENDING

RWL v Jay F. Schacter
Case Number: Pending
Court: CITY OF CHICAGO ADMINISTRATIVE HEARING
Resolution: PENDING

RWL v Donald DeClercq
RE: Estate of Joan Bookmyer Matter
Case Number:14-157616
Court: TBD (Michigan)
Resolution: \$6525.00

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4. *List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.*

a. None.

5. *Has your firm ever failed to complete any work awarded to you? If so, where and why?*

a. No.

6. *Has your firm ever been terminated from a contract? If so, where and why?*

a. No.

7. *State any violations regarding maintenance of confidentiality of laboratory samples and include corresponding paperwork referencing the violations.*

a. No.

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Michigan

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Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
Forensic Document Examiner
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Kurt W. Moline, M.S.
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Forensic Document Examiner
Michigan

Jennifer Naso, M.S.F.S.
Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

TAB 7 – PRIOR EXPERIENCE & REFERENCES

PRIOR EXPERIENCE

1. RWL has four biology/DNA scientists on staff, each qualified to conduct DNA technical reviews in the proposed platform and technology. Collectively they have more than 70 years of experience conducting forensic DNA examinations, preparing laboratory reports, and testifying to their results. Testimonies have included Frye/Daubert hearings and standard testimony provided at the District and Circuit court levels in Michigan, Illinois and New York. They have also testified at the Federal court level in Michigan.

In addition to their duties as forensic scientists evaluating evidence, they have also been extensively involved in conducting validations, providing training and drafting procedures and policies. They are also extremely active in the forensic community providing outreach and support in the form of training events, presentations and serving on many committees such as the Organization of Scientific Area Committees (OSAC), Scientific Working Group on DNA Analysis Methods (SWGAM), Sexual Assault Forensic Evidence Registry (SAFER), Northeastern Regional Forensic Institute (NERFI) and the Midwestern Association of Forensic Scientists (MAFS).

With respect to the review of sexual assault evidence analysis that has been subjected to outsourcing to private laboratories, the RWL biologists have been instrumental in coordinating, planning, and completing reviews of more than 10,000 outsourced sexual assault kits from a large metropolitan Midwestern city. It is estimated that our four biologists conducted in excess of 2,000 sexual assault kit analysis reviews that have led to numerous Combined DNA Index System (CODIS) associations to other unsolved cases and offenders. These analyses were completed at The Bode Technology Group and Sorenson Forensics. It is evident that RWL staff is keenly aware of the sexual assault kit technical review process and the formatting of laboratory files from both of these contract laboratories. We are familiar with the work and how information must flow from one entity to another. We are also very cognizant of the interest of the Austin Police Department to complete these reviews in a timely manner such that cases may be solved and have a positive impact on the community.

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2. Throughout the more than 70 years of experience our biology staff members have amassed, they have been qualified in a number of analytical platforms and technologies as methods evolved. Our RWL biology team has been assembled based on their years of experience and broad range of expertise. Each member is a currently qualified DNA examiner utilizing capillary electrophoresis and the PowerPlex Fusion 5 short tandem repeat chemistry. Mr. Jeffrey Nye and Ms. Kristin Schelling were responsible for conducting a significant portion of the Developmental Validation for PowerPlex Fusion 5 and submitting the application materials to the NDIS Custodian for national approval. They were co-authors on a publication in the Forensic Science International: Genetics journal for their work on the developmental validation. Mr. Kirk DeLeeuw was responsible for completing the laboratory analysis and Mr. Jeffrey Nye completed the data analysis and summary for the internal validation of PowerPlex Fusion 5 for a large Midwestern laboratory system.

Mr. Kirk DeLeeuw serves as the backup Local DNA Index System (LDIS) Administrator for the same Midwestern laboratory system. With this knowledge, he is very competent to assist with developing CODIS eligible entries and managing successful search strategies that a sexual assault kit review project may entail.

In summary, the RWL team of biologists is very competent analytically in both capillary electrophoresis and PowerPlex Fusion 5. Additionally, they are extremely qualified in the administration and completion of technical reviews of outsourced sexual assault kit evidence, specifically to both The Bode Technology Group and Sorenson Forensics.

3. It was the work of Mr. Jeffrey Nye that paved the way through the Quality Assurance Standards (QAS) requirements for use of contract employees to conduct technical reviews. The QAS has very specific and detailed requirements for completion of reviews by contract employees. He was the first to propose the process and plans to the National DNA Index System (NDIS) Administrator, Dr. Douglas Hares. Once he reviewed the plan and procedures, it was indicated if the plan was followed that we would meet the QAS standards sufficiently. Our process has undergone review through an external QAS audit without findings. Many laboratories have followed similar plans and processes to successfully complete contractor technical reviews and abide by the QAS standards.

Our team has completed thousands of technical reviews from a variety of private vendor laboratories. In addition to the reviews, we have authored reports and testified to the outsourcing and technical review process. We are very aware of the strengths, and weaknesses, of the private vendor laboratories. In addition, Mr. Jeffrey Nye and Ms. Kristin Schelling have visited on an annual basis both Bode Technology Group and Sorenson Forensics to tour their facilities, talk with staff members and interact with command to gain an understanding of their work processes and quality system. Knowledge that we have gained through the technical review process as well as the administration of large outsourcing projects is invaluable for ensuring quality issues are caught during the technical review.

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4. RWL staff has been intricately involved in outsourcing casework from developing contracts, technical specifications, audits/on-site visits and resolving quality issues that may arise. We have outsourced both as employees of government crime laboratories as well as our work in the private sector. Our use of private vendor laboratories has spanned more than 10 years and included Bode Technology Group, Sorenson Forensics, Orchid Cellmark, Fairfax Laboratories, Strand Analytical and Reliagene. Collectively, we have experienced a significant amount of casework that has been outsourced and have a very good understanding of how their processes work, their case file organization, how to interact with them with respect to inadequate work product and timeliness of case completions. We feel extremely confident in our outsourcing and case review experience, and that it will have a positive impact on others.

REFERENCES

1. Jason Chute
Marshall University-Forensic Science Center
DNA Technical Leader
1401 Forensic Science Drive
Huntington WV 25701
304-691-8946
jchute@marshall.edu
2. Cami Green
Sorenson Forensics
Technical Sales Director
2511 S. West Temple
Salt Lake City, UT 84115
801-462-1460
cgreen@sorensonforensics.com

OTHER DNA TECHNICAL REVIEW CONTRACT SUBMISSIONS

Date	Agency	Contract Awarded?
11-2015	Las Vegas Metropolitan Police Department	No
2-2016	State of North Dakota	No

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Sarah M. Thibault

Curriculum Vitae

SUPERVISOR – BIOLOGY/ DNA UNIT

MICHIGAN STATE POLICE

Forensic Science Division

Grand Rapids Laboratory

720 Fuller Ave NE

Grand Rapids MI 49503

(616) 242-6672

ThibaultS@michigan.gov

PROFESSIONAL EXPERIENCE:

LABORATORY MANAGER 14

Michigan State Police Grand Rapids Lab, Biology Unit, May 2009 to present

- Supervise Forensic Scientists and Forensic Technicians in the Biology Unit.
- Review analytical data, laboratory reports and courtroom testimony.
- Assign work and direct research of new methods for Forensic Body Fluid Identification and DNA analysis.
- Detect, identify and analyze body fluids and stains associated with a criminal investigation, provide written reports of examination results and provide expert courtroom testimony as requested.
- Continued training in biological techniques and validation of new methods for Forensic Body Fluid Identification and DNA analysis.
- Review of current scientific literature, crime scene supervision, documentation and processing.
- Coordinate, develop and provide training programs for new employees, law enforcement, service groups, and academic institutions.

FORENSIC SCIENTIST 12

Michigan State Police Grand Rapids Laboratory, Biology Unit, November 2003 to May 2009

FORENSIC SCIENTIST 11, 12

Michigan State Police Lansing Laboratory, Biology Unit, May 1999 to November 2003

Forensic Scientist I, II and III

Illinois State Police Forensic Science Center at Chicago, Biochemistry Unit, September 1996 to May 1999

Forensic Scientist Trainee, I

Illinois State Police Research and Development Laboratory, April 1995 to September 1996

EDUCATION:

Bachelor of Arts, Chemistry. Hope College, Holland Michigan, 1994

Bachelor of Arts, Biology. Hope College, Holland Michigan, 1994

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ADDITIONAL TRAINING:

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Lansing, Michigan, October 2015

Fall Executive Leadership Forum: Colonel Kristie Kibbey Etue, Various speakers/ Topics. Frankenmuth, Michigan, October 2015

2015 Green Mountain DNA Conference and Technical Tour Seminar: Vermont Forensic Laboratory and Promega Corporation. Burlington, Vermont, July 2015

STRmix Training Workshop: John Buckleton, Jo-Anne Bright, Stuart Cooper, New Zealand Crown Research Institute ESR, with Forensic Science South Australia (FSSA). Lansing, Michigan, May 2015

ArmedXpert Training: Victor Meles, Robert Askew. NicheVision Forensics, LLC. Lansing, Michigan, April 2015

STACS-CW Training: Malena Jimenez, STACSDNA. Lansing, Michigan, April 2015

NIST 2013 DNA Mixture Interpretation Workshop and Webcast: Dr. John Butler, Dr. Michael Coble, Dr. Robin Cotton, Mr. Bruce Heidebrecht, and Dr. Charlotte Word., Webinar view, Grand Rapids, Michigan, December 2014

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Lansing, Michigan, September 2014

Understanding FMLA: Michigan State Police Human Resources, Cathy Howell and Nate Conley. Grand Rapids, Michigan, March 2014

Forensic Leadership Academy: West Virginia University, Joyce Heames, Paul Speaker, Dean Gialamas. Lansing, Michigan, September 2013

Forensic Relationship Statistics Training: Marshall University Forensic Science Center, Kelly Beatty, Lansing, Michigan, August 2013

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Frankenmuth, Michigan, August 2013

Twelfth Annual Advanced DNA Technology Workshop: The Bode Technology Group. Amelia Island, Florida, May 2013

Emotional Intelligence for Today's Leaders: Darby Pifer, Michigan Civil Service Commission. Lansing, Michigan, May 2013

Spring Executive Leadership Forum: Colonel Kristie Kibbey Etue, Various speakers/ Topics. Traverse City, Michigan, May 2013

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ADDITIONAL TRAINING continued:

Performance Management: Susan Whittington, Michigan Civil Service Commission. Lansing, Michigan, March 2013

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Lansing, Michigan, December 2012

Fall Executive Leadership Forum: Colonel Kristie Kibbey Etue, Various speakers/ Topics. Grand Rapids, Michigan, October 2012

The International Association of Chiefs of Police: Faculty Development Workshop - Leadership in Police Organizations: Detective James Olson, Milwaukee Police Department. Michigan State Police Training Academy. Lansing, Michigan, September 2012

The International Association of Chiefs of Police: Leadership in Police Organizations: Detective James Olson, Milwaukee Police Department, Major William Sheets, Vermont State Police. Michigan State Police Training Academy. Lansing, Michigan, February, March and April 2012

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Lansing, Michigan, November 2011

Mixture Interpretation, Principles, Protocols and Practice: John Butler, Robbin Cotton, Catherine Grgicak and Charlotte Ward. Michigan State Police Training Academy. Lansing, Michigan, May 2011

Ninth Annual Advanced DNA Technology Workshop: Automation and Efficiency Workshop. The Bode Technology Group. Amelia Island, Florida, May 2011

21th International Symposium on Human Identification: Difficult Sample Processing Workshop. Promega Corporation. San Antonio, Texas, October 2010

Decomposed Human Remains: Dr. Norman Sauer, Dr. Todd Fenton, Michigan State University Forensic Anthropology Lab. Okemos, Michigan, May 2010

Leadership and Supervision for Forensic Scientists: MACNLOW Associates. Hope College, Holland, Michigan, October 2009

Biology Unit Meeting: Jeff Nye, Various speakers/ Topics. Lansing, Michigan, August 2009

FBI QA Auditor Training: Heather Seubert, Federal Bureau of Investigation. Lansing, Michigan, August 2009

ySTR Validation: Del Price. Grand Rapids, Michigan, July 2009

Eighth Annual Advanced DNA Technology Workshop: The Bode Technology Group. Amelia Island, Florida, May 2009

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ADDITIONAL TRAINING continued:

Medico legal Investigation of Death: Wayne State University School of Medicine. Dearborn, Michigan, April 2009

Use of Plexor HY and AB 7500 Real-Time PCR System: Craig Nolde. Grand Rapids, Michigan, January 2009

Population Statistics and Forensic DNA Analysis: Dr. George Carmody. Lansing, Michigan, December 2008

Bloodstain Pattern Analysis Workshop: Toby L. Wolson. Noslow Forensic Consultations. Lansing, Michigan, November 2008

Seventh Annual Advanced DNA Technology Workshop: Gememapper ID-X workshop. The Bode Technology Group. Captiva Island, Florida, May 2008

Value Stream Mapping: Michigan State Police-Michigan State University- Henry Center for Business. East Lansing, Michigan, April 2008, August 2008

Midwestern Association of Forensic Scientists Fall Annual Meeting and Workshops: Relationship Testing in Forensic Casework, Advanced DNA Typing and Troubleshooting, Y STR Analysis, Current Legal Issues in Forensic DNA Typing. Traverse City, Michigan, September 2007

Statistics Training: National Institute of Forensic Science Operations. Northville, Michigan, January 2007

Forensic DNA Analysis Validation Project: GeneMapper ID Software Validation and Statewide Conversion, 3130 Validation Project. Michigan State Police, December 2006 to July 2008

Basic Digital Imaging: Foray Technologies. Lansing, Michigan, June 2006

Fifth Annual Advanced DNA Technology Workshop: The Bode Technology Group. Captiva Island, Florida, May/June 2006

ySTR Spring Annual Workshop: Midwestern Association of Forensic Scientists. Lansing, Michigan, April 2005

6th Biannual DNA Forensics Meeting: Cambridge Health-tech Institute. McLean, Virginia, June 2004

13th International Symposium on Human Identification: Promega Corporation. Phoenix, Arizona, October 2002

12th International Symposium on Human Identification: Promega Corporation. Biloxi, Mississippi, October 2001

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ADDITIONAL TRAINING continued:

Crime Scene Evidence Technician School: Michigan State Police. Lansing, Michigan, May 2001

Expert Witness Training Seminar: Michigan State Police. Lansing, Michigan, March 2000

Forensic Biology Training Program: Michigan State Police. Lansing, Michigan, April 2000 to August 2001

DNA Statistics Workshop: Michigan State Police. Lansing, Michigan, June 1999

Forensic DNA Analysis Training Program: Michigan State Police. Lansing, Michigan, May 1999 to December 1999

DNA STR Spring Annual Workshop: Midwestern Association of Forensic Scientists. Chicago, Illinois, March 1999

DNA Report Writing Fall Annual Workshop: Midwestern Association of Forensic Scientists. Ann Arbor, Michigan, October 1998

Forensic DNA Analysis Validation Project: Short Tandem Repeat Analysis by Capillary Electrophoresis and Fluorescent Imaging. Illinois State Police Forensic Science Center at Chicago, November 1996 to May 1999

Forensic DNA Analysis Training Program: Polymerase Chain Reaction analysis methods. Illinois State Police Research and Development Laboratory, April 1995 to April 1996

Quality Control Technician: L. Perrigo Corporation. Allegan, Michigan, August 1994 to April 1995

Serology and Chemistry Intern: Michigan State Police Grand Rapids Laboratory. January 1994 to May 1994

LECTURES AND PRESENTATIONS:

Presentation, Girl Scouts, Troop 4114, Grades 5-6, April 2016, Grand Rapids, Michigan "DNA and Forensic Science"

Presentation, Northern Hills Middle School Seventh and Eighth Grade Career Fair, March 2016, Grand Rapids, Michigan "DNA and Forensic Science"

Leadership in Police Organizations – Instructor, Lessons 7, 10 and 23 Session 9, March, April 2016, Lansing, Michigan

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LECTURES AND PRESENTATIONS continued:

Leadership in Police Organizations – Instructor, Lessons 7 and 23 Session 8, September, October, November 2015, Lansing, Michigan

Presentation, Technical Tour Seminar in conjunction with 2015 Green Mountain DNA Conference: Vermont Forensic Laboratory and Promega Corporation. Burlington, Vermont, July 2015, “Addressing the Detroit Sexual Assault Kit Backlog”

Presentation, Northern High School Freshman and Sophomore Bio-Lit Class, Joint Biology and English class and Forensics Class, April 2015, Grand Rapids, Michigan “DNA and Forensic Science”

Leadership in Police Organizations – Instructor, Lessons 10, 15, and 19 Session 7, March, April, May 2015, Lansing, Michigan

Presentation, Boy Scouts of America, Pack 290, Grades 6-12, December 2014, Grand Rapids, Michigan “DNA and Forensic Science”

In Service Training, Muskegon Police Department, October 2014, Muskegon, Michigan “Collection and Preservation of DNA Evidence, MSP Field Guides”

Leadership in Police Organizations – Instructor, Lessons 10, 15, 18, 19 and 23 Session 6, September, October 2014, Lansing, Michigan

Leadership in Police Organizations – Instructor, Lessons 7, 11 and 23 Session 5, March, April, May 2014, Lansing, Michigan

Presentation, Northern Hills Middle School Seventh Grade General Science, April 2014, Grand Rapids, Michigan “DNA and Forensic Science”

Presentation, Northern High School Freshman and Sophomore Bio-Lit Class, Joint Biology and English class and Forensics Class, March 2014, Grand Rapids, Michigan “DNA and Forensic Science”

In Service Training, Fruitport Township Police Department, August 2013, Fruitport Township, Michigan “Collection and Preservation of DNA Evidence, MSP Field Guides”

Leadership in Police Organizations – Instructor, Lessons 6, 15 and 19 Session 3, March, April, May 2013, Lansing, Michigan

Leadership in Police Organizations – Team Presentation Final, April 2012, Lansing, Michigan “Maximizing our Specialists as a Training Resource”

Michigan State Police Evidence Technician Update, November 2011, Lawrence, Michigan “Collection and Preservation of DNA Evidence, MSP Field Guides”

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LECTURES AND PRESENTATIONS continued:

Michigan State Police Evidence Technician Update, May 2011, Cedar Springs, Michigan “Collection and Preservation of DNA Evidence”

Michigan State Police Crime Scene Investigator Update, March 2007, Lawrence, Michigan “Collection and Preservation of DNA Evidence”

Michigan State Police 16th Motor Carrier Recruit School, January 2007, Lansing, Michigan “Collection and Preservation of Evidence”

Prosecuting Attorneys Coordinating Council, Spring Basic Training, May 2002, Bay City, Michigan “Survival Skills for New Prosecutors, DNA Expert”

Midwestern Association of Forensic Scientists, 1998 Fall Annual Meeting, Ann Arbor, Michigan “Casework Studies with Profiler Plus”

PROFESSIONAL AWARDS:

Certificate of Appreciation: Michigan State Police. November 2013

Employee Recognition for Demonstrating Good Government: Michigan State Police. August 2013

Employee Recognition for Outstanding Performance of Duty: Michigan State Police. February 2013

Certificate of Recognition for Outstanding Contributions and Faithful Service: Illinois State Police. May 1999

Professional Development Fund Award: Midwestern Association of Forensic Scientists Fall Annual Meeting. Ann Arbor, Michigan, October 1998

PROFESSIONAL ORGANIZATION MEMBERSHIP:

American Academy of Forensic Sciences, ‘Associate Member’ Member since 1997

Midwestern Association of Forensic Scientists, ‘Member’ Membership since 1997

PUBLICATIONS:

Frank, William E., et al. *Validation of the AmpFlSTRTM Profiler Plus PCR Amplification Kit for use in Forensic Casework.* **Journal of Forensic Sciences** 46(3), 642-646.

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LABORATORY ACCREDITATION:

The Michigan State Police Forensic Science Division is accredited by the *American Society of Crime Laboratory Directors / Laboratory Accreditation Board*. The Michigan State Police Grand Rapids Laboratory holds ISO/IEC 17025:2005 accreditation from ASCLD/LAB-International, Certificate #ALI-233-T.

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Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

Proficiency Testing Results 2015

Re: Ms. Sarah Thibault

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-574
Test Description: CTS Test No: 15-574
Test Number: U2639E
Test Due Date: September 8, 2015

Ms. Sarah Thibault participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
- All reported genotypes and/or phenotypes are correct according to consensus genotypes/phenotypes or within established empirically determined ranges.
- Any results reported as inconclusive or uninterpretable are documented within the case notes.
- No discrepancies or errors were noted and no corrective actions were needed.

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Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

Proficiency Testing Results 2015

Re: Ms. Sarah Thibault

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-571
Test Description: CTS Test No: 15-571
Test Number: U2639F
Test Due Date: March 9, 2015

Ms. Sarah Thibault participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
- All reported genotypes and/or phenotypes are correct according to consensus genotypes/phenotypes or within established empirically determined ranges.
- Any results reported as inconclusive or uninterpretable are documented within the case notes.
- No discrepancies or errors were noted and no corrective actions were needed.

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Jeffrey Nye, M.S.
Forensic DNA Analyst
Michigan

TAB 8 – APPLICABLE EXPERIENCE INCLUDING PERSONNEL QUALIFICATIONS

1. Jeffrey Nye
 - a. B.S. in Biochemistry. M.S. in Crop and Soil Science (soil microbial ecology and population genetics). Twenty years of experience in DNA as a bench analyst, DNA unit supervisor and DNA Technical Leader in an accredited forensic science laboratory. Has received and provided extensive training in all aspects of forensic biology. Depth of knowledge in all areas of DNA analysis and review. Numerous publications. Developmental validation of the PowerPlex® Fusion System for analysis of casework and reference samples: A 24-locus multiplex for new database standards. Oostdik, K. et.al *Forensic Sci.Int. Genet.* **12** 69-76.
 - b. Highly professional quality-minded individual with a positive work ethic.
2. Kristin Schelling
 - a. M.S. & B.S. in Biology, sixteen years experience in DNA as a bench analyst and manager in accredited forensic science laboratories; extensive training; depth of experience in all areas of DNA analysis and review; publication: Developmental validation of the PowerPlex® Fusion System for analysis of casework and reference samples: A 24-locus multiplex for new database standards. Oostdik, K. et.al *Forensic Sci.Int. Genet.* **12** 69-76.
 - b. Highly professional quality-minded individual with a positive work ethic.
3. Sarah Thibault
 - a. B.A. in Biology and B.A. in Chemistry, seventeen years experience in in DNA as a Bench Analyst and DNA Lab Manager in accredited forensic science laboratories; extensive training; depth of experience in all areas of DNA analysis and review; other forensic science experience; publication: Frank, William E., et al. *Validation of the AmpFISTR™ Profiler Plus PCR Amplification Kit for use in Forensic Casework. Journal of Forensic Sciences* **46**(3), 642-646.
 - b. Highly professional quality-minded individual with a positive work ethic.
4. Kirk DeLeeuw
 - a. B.S. in Biology, thirteen years experience in CODIS and DNA as a Bench Analyst in an accredited forensic science laboratory; extensive training; depth of experience in all areas of DNA analysis and review.
 - b. Highly professional quality-minded individual with a positive work ethic.

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Kristin Schelling
7423 Golf Gate Drive
Lansing, Michigan 48917
(517) 899-5926
kristindna@gmail.com

EDUCATION:

Fall 2002	Forensic Evidence Course Hudson Valley Community College Troy, New York
August 1996-May 1999	Master of Science in Biology Central Michigan University Mt. Pleasant, Michigan
August 1992-June 1996	Bachelor of Science in Biology, minor in Chemistry Grand Valley State University Allendale, Michigan

WORK EXPERIENCE:

July 2009-current	Biology Laboratory Manager Michigan State Police Forensic Laboratory Lansing, Michigan
June 2006-July 2009	Supervisor of Forensic Services (DNA) Biological Science-Casework New York State Police Forensic Investigation Center Albany, New York
August 2008-January 2009	Adjunct Faculty-Forensic Molecular Biology program State University of New York at Albany Albany, New York
January 2003 –June 2006	Forensic Scientist Biological Science-Casework New York State Police Forensic Investigation Center Albany, New York
Fall 2003 –Fall 2006	Adjunct Faculty -Forensic Science Program Russell Sage College-Departments of Biology and Chemistry, Troy, New York

WORK EXPERIENCE (continued):

Spring 2004	Adjunct Faculty- Department of Science Columbia-Greene Community College Hudson, New York
September 2000 – January 2003	Forensic Scientist Biological Science-DNA Databank New York State Police Forensic Investigation Center Albany, New York

Professional Affiliations:

2013-current	Member of ASCLD
February 2002-current	Affiliate/Member of the American Academy of Forensic Sciences
October 2001-current	Associate/Member of the Northeastern Association of Forensic Scientists Education Committee (2005-2006) Executive Secretary (2007) Director (2008-2009)

Professional Activities:

February 2016	AAFS Annual Meeting-Las Vegas, Nevada
December 2015 faculty	Center of Forensic Science Research and Education- Philadelphia, Pennsylvania Sexual Assault Kit testing and backlogs
October 2015	26 th International Symposium on Human Identification- Grapevine, Texas. Invited speaker in Technical Leader Workshop
September 2015	Midwestern Association of Forensic Scientists Annual Meeting- Mackinac Island, Michigan Workshop instructor
May 2015	Bode East Meeting- Orlando, Florida Invited speaker
November 2014	National CODIS Conference -Norman, Oklahoma Invited speaker
October 2014	25 th International Symposium on Human Identification- Phoenix, Arizona Technical Leader workshop moderator

Professional Activities (continued):

October 2014	25 th International Symposium on Human Identification- Phoenix, Arizona Technical Leader workshop moderator
May 2014	Bode East Meeting-Orlando, Florida Invited speaker
February 2013	AAFS Annual Meeting- Washington, DC
November 2012	NEAFS Annual Meeting-Saratoga Springs, New York Biology Technical Session Moderator
October 2012	23rd International Symposium on Human Identification- Nashville, Tennessee Invited speaker in Y-STR workshop
February 2012	AAFS Annual Meeting-Atlanta, Georgia
May 2011	ASCLD/LAB- <i>International</i> program- Certified Technical Assessor
February 2011	AAFS Annual Meeting-Chicago, Illinois
October 2010	21st International Symposium on Human Identification- San Antonio, Texas
February 2009	AAFS Annual Meeting- Denver, Colorado
October 2008	NEAFS Annual Meeting-Westchester County, New York
February 2008	AAFS Annual Meeting- Washington D.C.
November 2007	NEAFS Annual Meeting – Bolton Landing, New York Biology Technical Session Moderator Biology Workshop Moderator
November 2006	NEAFS Annual Meeting-Rye Town, New York
February 2006	AAFS Annual Meeting- Seattle, Washington
November 2005	NEAFS Annual Meeting- Newport, Rhode Island
February 2005	AAFS Annual Meeting- New Orleans, Louisiana
October 2004	NEAFS Annual Meeting- Mystic, Connecticut
April 14th-25th, 2003	2003 Contracted Examiner GeneCodes Forensics, Ann Arbor, Michigan Worked on identification effort for 9/11 disaster

SPECIALIZED TRAINING:

March 2016	Promega TechTour- Invited speaker on PowerPlex Y23 San Diego, California
May 2015	STRMix Training- Lansing, Michigan
August 2014	Promega Tech Tour- Invited speaker on Sexual Assault Kit Testing Denver, Colorado
September 20, 2013	Forensic Leadership Academy Lansing, MI
August 8-9, 2013	Forensic Relationship Training Lansing, MI
August 6-7, 2013	Forensic DNA Mixture Interpretation Workshop Lansing, MI
June 11, 2013	Promega Tech Tour Presenter on PowerPlex® Fusion Chicago, Illinois
May 20, 2013	Promega Tech Tour Presenter on PowerPlex® Fusion Amelia Island, Florida
February 25, 2013	DNA Based Kinship Analysis Lansing, MI
November 13, 2012	More Y's in Half the Time (Promega's PowerPlex® Y23 System)- Presenter on Y-STRs Saratoga Springs, New York
October 15-18, 2012	Bringing Y-STRs into Your Lab- Presenter Nashville, Tennessee
February 22, 2011	DNA Mixture Analysis: Principles and Practice of Mixture Interpretation and Statistical Analysis Using the SWGDAM STR Interpretation Guidelines- Chicago, Illinois
October 14, 2010	Familial Search Workshop San Antonio, Texas
October 11, 2010	Mixture Interpretation: Principles, Protocols, and Practices San Antonio, Texas

SPECIALIZED TRAINING (continued):

August 25-26, 2009	DNA Auditor Training (refresher course from Albany, NY in October 2006 and Quantico, VA in September 2005) Michigan State Police and the FBI Lansing, Michigan
November 2-3, 2007	Cutting Edge of DNA Technology: Issues with Mixtures, mini-STRs and Low Copy Number Testing Bolton Landing, New York
July 30-August 3, 2007	8 hour Introduction to ISO/IEC 17025: 2005 and ASCLD/LAB International Assessor Training Course New York State Police Forensic Investigation Center- Albany, New York
April 27, 2007	Hair Examination for DNA Analysis Course West Virginia University at NERFI- Albany, New York
May 16-17, 2006	Forensic Kinship Calculations Workshop SUNY East Campus-East Greenbush, New York
July 11-12, 2005	Forensic DNA Mixture Statistics NYS Department of Criminal Justice Services SUNY East Campus- East Greenbush, New York
June 13 and 14, 2005	Capillary Electrophoresis Workshop SUNY-Albany NERFI- Albany, New York
September 29-30, 2004	Capillary Electrophoresis in DNA Analysis NEAFS Annual Meeting- Mystic, Connecticut
May 17-19, 2004	Mixture Statistics Workshop New York State Police Forensic Investigation Center Albany, New York
November 2003	Statistics Seminar with Dr. Charles Brenner New York State Police Forensic Investigation Center Albany, New York
July 25-26, 2002	STR DNA Analysis and Troubleshooting Applied Biosystems New York State Police Academy
June 11-14, 2001	Population Statistics and Forensic DNA Mixture Analysis SUNY East Campus- East Greenbush, New York

PUBLICATIONS:

Developmental validation of the PowerPlex® Fusion System for analysis of casework and reference samples: A 24-locus multiplex for new database standards. Oostdik, K. et.al *Forensic Sci.Int. Genet.* **12** 69-76.

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Proficiency Testing Results 2015

Re: Ms. Kristin Schelling

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-574
Test Description: CTS Test No: 15-574
Test Number: U2639P
Test Due Date: September 8, 2015

Ms. Kristin Schelling participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
- All reported genotypes and/or phenotypes are correct according to consensus genotypes/phenotypes or within established empirically determined ranges.
- Any results reported as inconclusive or uninterpretable are documented within the case notes.
- No discrepancies or errors were noted and no corrective actions were needed.

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Proficiency Testing Results 2015

Re: Ms. Kristin Schelling

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-571
Test Description: CTS Test No: 15-571
Test Number: U2639A
Test Due Date: March 9, 2015


Ms. Kristin Schelling participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
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From: Jrkrqwerty@tds.net 
Subject: publication
Date: April 19, 2016 at 8:08 PM
To: Thomas Riley tomriley57@gmail.com



Tom

Here is the publication I mentioned. This is a quick summary of our capabilities between the four of us.

Kristin and I completed the developmental validation of PowerPlex Fusion 5 with other partners. I was responsible for submitting the developmental validation to the NDIS (CODIS) board for review and approval. The publication came from the developmental validation that was submitted to NDIS. Additionally, we have presented at regional and national conferences including the International Symposium on Human Identification, Bode-West, Bode-East, Bode-MidAtlantic, Midwestern Association of Forensic Scientists, Promega Technology Tours, SWGDAM and others. Kirk DeLeeuw was responsible for conducting our internal validation and of course I was responsible for reviewing, summarizing and approving it.

With respect to Sex Assault kit testing, I'm currently on the SAFER Committee which is a national committee responsible for publishing best lab practices on sex assault kit testing. I'm also on the steering committee putting together a national conference on sex assault kit testing.

Collectively, we have somewhere around 70 years of combined DNA forensic experience. We obviously have all of the same experiences reviewing sorensen and bode case files...probably more than 2,000 between the four of us. I think it is fair to claim that we have been instrumental in advocating for direct to DNA and/or y screening of sex assault kits...the same methods the private labs use.

Hope this helps a little bit.


Jeff

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Forensic DNA Analyst
Michigan

Proficiency Testing Results 2015

Re: Mr. Jeffrey Nye

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-574
Test Description: CTS Test No: 15-574
Test Number: U2639M
Test Due Date: September 8, 2015

Mr. Jeffrey Nye participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
- All reported genotypes and/or phenotypes are correct according to consensus genotypes/phenotypes or within established empirically determined ranges.
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- No discrepancies or errors were noted and no corrective actions were needed.

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Forensic DNA Analyst
Michigan

Proficiency Testing Results 2015

Re: Mr. Jeffrey Nye

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-571
Test Description: CTS Test No: 15-571
Test Number: U2639X
Test Due Date: March 9, 2015

Mr. Jeffrey Nye participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
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Proficiency Testing Results 2015

Re: Mr. Kirk DeLeeuw

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-575
Test Description: CTS Test No: 15-575
Test Number: U2639R
Test Due Date: November 2, 2015

Mr. Kirk DeLeeuw participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
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- No discrepancies or errors were noted and no corrective actions were needed.

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Proficiency Testing Results 2015

Re: Mr. Kirk DeLeeuw

Subject: DNA Proficiency Test Performance Report – CTS Test No. 15-572
Test Description: CTS Test No: 15-572
Test Number: U2639C
Test Due Date: May 4, 2015

Mr. Kirk DeLeeuw participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
- All reported genotypes and/or phenotypes are correct according to consensus genotypes/phenotypes or within established empirically determined ranges.
- Any results reported as inconclusive or uninterpretable are documented within the case notes.
- No discrepancies or errors were noted and no corrective actions were needed.

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Proficiency Testing Results 2014

Re: Mr. Kirk DeLeeuw

Subject: DNA Proficiency Test Performance Report – CTS Test No. 14-575
Test Description: CTS Test No: 14-575
Test Number: U2639C
Test Due Date: November 3, 2014

Mr. Kirk DeLeeuw participated in the proficiency test listed below and reported satisfactory results for PowerPlex Fusion:

Result:

- All reported inclusions are correct.
- All reported exclusions are correct.
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- No discrepancies or errors were noted and no corrective actions were needed.

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Kirk R. DeLeeuw

CURRICULUM VITAE

POSITION

Forensic Scientist, Michigan Department of State Police, Biology Unit, Grand Rapids Laboratory
720 Fuller, N.E. Grand Rapids, MI 49503 616-242-6676 deleeuw@michigan.gov

EDUCATION

Bachelor of Science Degree from the University of Michigan, Ann Arbor Major - Biology, 2000

PROFESSIONAL EXPERIENCE

Forensic Scientist 12, Michigan State Police, Biology Unit January 2007 – Present

- Perform Biology casework and courtroom testimony. (Released on September 9, 2005)
- Perform DNA casework and courtroom testimony. (Released on November 1, 2007)
- Perform crime scene response, evidence collection, and evidence processing techniques.
- Involved in implementation and maintenance of a LIMS system (Laboratory Information Management System) for the Forensic Science Division.
- Perform duties as Assistant to the Local Grand Rapids CODIS Administrator for maintaining the FBI's Combined DNA Index System database.

Forensic Scientist 11, Michigan State Police, Biology Unit January 2006 – January 2007

- Perform Biology casework and courtroom testimony. (Released on September 9, 2005)
- Continued certification training for DNA casework and courtroom testimony for DNA cases.
- Perform crime scene response, evidence collection, and evidence processing techniques.
- Involved in Microsoft Access database creations, updates, and changes that are used for tracking various types of information in the Biology Unit.

Forensic Scientist 10, Michigan State Police, Biology Unit January 2005 – January 2006

- Completed training program for Biology casework and courtroom testimony. (Released on September 9, 2005)
- Continued certification training for serology and DNA casework and courtroom testimony for DNA/serology cases.
- Trained for crime scene response, evidence collection, and evidence processing techniques.
- Involved in Microsoft Access database creations, updates, and changes that are used for tracking various types of information in the Biology Unit.

Forensic Scientist 9, Michigan State Police, Biology Unit November 2004 – January 2005

- Began certification training for Biology and DNA casework and court testifying for DNA/Biology cases.
- Involved in Microsoft Access database creations, updates, and changes that are used for tracking various types of information in the Biology Unit.

Forensic Scientist 9, Michigan State Police, CODIS Unit January 2004 – November 2004

- Received and processed convicted offender buccal swab samples.
- Played a major role in the sample outsourcing ranging from shipment preparation and database management, to data analysis.
- Perform in-house sample processing: DNA extractions, PCR amplification, and genetic analysis.
- Analyze in-house and outsource data following strict protocol standards and regulations.
- Involved in Microsoft Access database creations, updates, and changes that are used for tracking various types of information in the CODIS Unit.

Laboratory Technician 8, Michigan State Police, CODIS Unit

August 2003 – January 2004

- Received and processed convicted offender buccal swab samples.
- Played a major role in the sample outsourcing ranging from shipment preparation and database management, to data analysis.
- Perform in-house sample processing: DNA extractions, PCR amplification, and genetic analysis.
- Analyze in-house and outsource data following strict protocol standards and regulations.
- Involved in Microsoft Access database creations, updates, and changes that are used for tracking various types of information in the Biology Unit.

Intern, Michigan State Police, Biology Unit

May 2000 – September 2000

- Observed everyday casework that was processed by the DNA and Serology Units.
- Performed DNA extractions, PCR, genetic analysis, and used genetic interpretation software.
- Interpreted the data results for all steps from the extraction to the final data.

Performed the following research projects:

- Extracted DNA from a fingerprint that was left on a surface.
- Experimented with different techniques used in differential extractions to clean the female fraction of the sample out of the male fraction in a DNA mixture.
- Processed unknown bloodstains from a sample crime scene and determined profiles and mixtures that were then matched to known profiles.

**SPECIALIZED
TRAINING / MEETINGS**

Value Stream Mapping, General Motors, Larry Ott and various GM experts on the value stream mapping process, 2004 (24 hours)

Basic ABI Prism 3100 or 3100-Avant Genetic Analyzer Training, Applied Biosystems, Catherine Caballero, 2004 (16 hours)

Expert Witness School, Michigan State Police, Thomas Riley and Michelle Dunkerley, 2004 (40 hours)

Midwestern Association of Forensic Scientists Meeting, Orlando, FL 2004 (32 hours)

Crime Scene Search, Evidence Collection, and Processing, Michigan State Police, Glenn Moore, Christine Stepelton, and Jim Pierson, 2005 (40 hours)

ABI 7000 Real Time PCR Training, Applied Biosystems, Catherine Caballero 2005 (8 hours)

Midwestern Association of Forensic Scientists Meeting, St. Louis, MO 2005 (32 hours)

17th Annual DNA Symposium - Promega Meeting, Nashville, TN 2006 (32 hours)

Hair Examination for DNA Analysts, West Virginia University 2006 (1.5 CEU's = 10 week online course)

Mixture Statistics Workshop, National Institute of Forensic Science Operations, Dr. Kevin McElfresh 2007 (16 hours)

Applied Biosystems 3130 Genetic Analyzer and GeneMapper ID Software Training, Applied Biosystems, Catherine Caballero, 2007 (16 hours)

13th National CODIS Conference, San Francisco, CA 2007 (24 hours)

DNA Auditor Training (QAS), FBI – CODIS Unit, Heather Seubert 2007 (16 hours)

CODIS Software Training, FBI – CODIS Unit, Meghan Carlin 2008 (40 hours)

Process Mapping, Michigan State Police, Julie French and Joseph Cirafesi 2008 (16 hours)

Applied Biosystems 3130 Genetic Analyzer Instrument Install Training, Applied Biosystems, Catherine Caballero, 2008 (8 hours)

FSS-I³ Expert Systems, Promega, Kimberly Huston 2008 (40 hours)

14th National CODIS Conference, Washington D.C. 2008 (24 hours)

Basic Bloodstain Pattern Analysis Workshop, Noslow Forensic Consultations, Toby Wolson 2008 (40 hours)

Population Statistics and Forensic DNA Analysis, Michigan State Police, Dr. George Carmody 2008 (24 hours)

Use of Plexor HY and AB 7500 Real-Time PCR System, Sorenson Forensics, Craig Nolde 2009 (8 hours)

Forensic Y-STR Analysis, Sorenson Forensics, Del, Price 2009 (3 hours)

SPECIALIZED TRAINING / MEETINGS

Training for Maxwell 16, PowerPlex 16, Y-STRs, and Hamilton Robotics, Michigan State Police, Various Instructors 2009 (12 hours)
DNA Auditor Training (QAS), FBI – CODIS Unit, Heather Seubert 2009 (16 hours)
Future Trends in Forensic DNA Technology Seminar Series, Applied Biosystems, Lisa Calandro 2009 (8 hours)
15th National CODIS Conference, Washington D.C. 2009 (24 hours)
9th Annual Advanced DNA Technical Workshop, Bode Technology, Amelia Island, FL 2010 (24 hours)
Biology Unit Technical Meeting, Michigan State Police, Thompsonville, MI 2010 (16 hours)
American Academy of Forensic Sciences Meeting, Chicago, IL 2011 (40 hours)
Mixture Interpretation: Principles Protocols Practice, Michigan State Police, John Butler, Robin Cotton, Charlotte Word, Catherine Grgicak, Lansing, MI 2011 (8 Hours)
Crime Scene Reconstruction I, Bevel, Gardner and Associates, Tom Bevel and Iris Dalley 2011 (40 hours)
HID Future Trends in Forensic DNA Technology Seminar Series, Applied Biosystems, Lisa Calandro 2011 (8 hours)
Biology Unit Technical Meeting, Michigan State Police, Lansing, MI 2011 (8 hours)
17th National CODIS Conference, Jacksonville, FL 2011 (20 hours)
CODIS 7.0 Computer Based Training, FBI – CODIS Unit Grand Rapids, MI 2012 (40 hours)
CODIS 7.0 Instructor Lead Training, FBI – CODIS Unit Nashville, TN 2012 (20 Hours)
Advanced Bloodstain Pattern Analysis Workshop, Noslow Forensic Consultations, Toby Wolson 2012 (36 hours)
18th National CODIS Conference, Norman, OK 2012 (16 hours)
Biology Unit Technical Meeting, Michigan State Police, Lansing, MI 2012 (8 hours)
Biology Unit Technical Meeting, Michigan State Police, Frankenmuth, MI 2013 (8 hours)
Forensic Leadership Academy, West Virginia University – Center for Executive Education, Joyce Heams / Dean Gialamas, Lansing, MI 2013 (40 hours)
24th International Symposium on Human Identification, Atlanta, GA 2013 (16 hours)
Advancing Human Forensic DNA with Next Generation Sequencing (NGS) Technologies – ISHI 2013, Atlanta, GA 2013 (8 hours)
New Autosomal and Y-STR Loci and Kits: Making Data Driven Decisions – ISHI 2013, Atlanta, GA 2013 (4 hours)
19th National CODIS Conference, Norman, OK 2013 (16 hours)
Excavation of Decomposed Human Remains, Michigan State University – Forensic Anthropology Department, Dr. Todd Fenton / Dr. Bill Lovis Lansing, MI 2014 (32 hours)
Biology Unit Technical Meeting, Michigan State Police, Lansing, MI 2014 (8 hours)
20th National CODIS Conference, Norman, OK 2014 (16 hours)
Armed Xpert – DNA Mixture Analysis, NicheVision Forensics, Lansing, MI 2015 (24 hours)
STRmix Training Workshop, ESR Team: John Buckleton / JoAnne Bright / Stuart Cooper, Lansing, MI 2015 (32 hours)
21st National CODIS Conference, Norman, OK 2015 (16 hours)

PROFESSIONAL ORGANIZATIONS

Associate Member – American Academy of Forensic Sciences,
Criminalistics Section – February 2005 to present.
Associate Member – Midwestern Association of Forensic Scientists (MAFS),
Biology Section – June 2005 to 2008.

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TAB 9 – WORK PLAN & APPROACH

1. RWL fully understands and appreciates nature of and necessity for each of the City's required deliverables.
2. RWL's DNA Technical Reviewers have developed the below work plan and approach based upon their experience in this area, as follows:
 - a. RWL's DNA Technical Reviewers receive training from Austin PD.
 - b. Once the APD training is completed, RWL would work within the first week to establish a connection to the Vendor Analytical Laboratory's (VAL) file share location prior to initiation of case file reviews.
 - c. Within the first week of establishing the connection, RWL would request Austin PD to coordinate a file transfer from the VAL for a competency test. The competency test should be at least one sexual assault evidence case file and report that has embedded "mistakes" that RWL DNA Technical Reviewers are expected to catch. RWL would complete this competency test in weeks 3 and 4.
 - d. At week five, the process of DNA Technical Reviews would begin, in the following manner:
 - i. The VAL uploads cases to be reviewed monthly (on a specific day of each month) to the file transfer portal.
 - ii. RWL would immediately download the files from the file transfer portal, assess our team needs, and assign the cases to the reviewers within the first 3 days of the files being uploaded.
 - iii. The reviews would be conducted by the 27th day from RWL's downloading the files for review, allowing for 3 days to compile the reviews and issue a summary of the reviews and supporting documentation to Austin PD for CODIS entry and completion of the process.
 - iv. Throughout the month, as the reviews are completed, any quality issues that may be identified are communicated to Austin PD or their VAL, or both per Austin PD preference.

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- e. At the end of each month, billing statements for the completed reviews are sent to APD per contractual instructions.
- f. At contract termination, RWL returns all confidential information to APD.
- g. Upon successful completion of contract, RWL paid 10% retainage.

3. RWL Work Plan to meet contract Deliverables/Milestones:

# of Week	Deliverable & Discussion	Timeline/Frequency	Performance Measure/Acceptance Criteria	Cost Linkage to Price Proposal
1	Receive APD training	Upon contract award & as needed	Satisfactory completion of training	\$0.00
2	Establish FTP connection to the Analytical Vendor Laboratory's (AVL) file share location prior to initiation of case file reviews	Ongoing	Satisfactory access to data	\$0.00
3-4	Within the first week of establishing the FTP connection, Austin PD to coordinate a file transfer from AVL for a competency test. The competency test should be at least one sexual assault evidence case file and report that has embedded "mistakes" that RWL Technical Reviewers are expected to catch	Ongoing	Successful completion of proficiency testing by RWL Technical Reviewers.	\$0.00
End of Month 1 - By the end of the first month of the contract, RWL will have completed the APD required training, successfully established connectivity to Analytical Vendor Laboratory's file sharing location and completed the competency testing for reviews. No monthly billing occurs.				
Complete reviews as follows:				
5 – end of contract	AVL uploads reports to the file transfer portal first day of each month	Monthly	Reports uploaded by AVL monthly by the first day of the month	\$0.00
5 – end of contract	RWL immediately download the files, assess team needs, and assign the cases to the reviewers within the first 3 days of the month	Monthly	Reviews downloaded and assigned to RWL reviewers within first three days of the month	\$10.00
5 – end of contract	The reviews would be conducted by the 27 th day of the month, allowing for 3 days to compile the reviews and issue a summary of the reviews and supporting documentation to Austin PD for CODIS entry and completion of the process	Monthly	Reviews for month completed by the 27 th day of the month	\$58.00
5 – end of contract	RWL may conduct internal quality control reviews of up to 5% of the reviews completed by RWL Reviewers	Ongoing	Absence or presence of quality issues	\$2.00
5 – end of contract	Any quality issues identified in technical reviews are communicated to Austin PD or AVL, or both, per Austin PD preference	Ongoing	Absence or presence of quality issues	\$2.00
5 – end of contract	RWL DNA Technical Reviewers available to provide Expert Testimony	Upon request by DA	As needed	\$0.00
5 – end of contract	Case turnaround time	Not later than 30 calendar days per case	Ongoing	\$0.00
5 – end of contract	Monthly billing occurs for the number of reviews completed by RWL DNA Technical Reviewers	Monthly for previous months reviews completed	Billing statement sent per contract instructions	\$0.00
Last	Per APD instruction, RWL returns all confidential information at contract termination	Termination of Contract	Acknowledgement from APD all data received	\$0.00
Last	Upon successful completion of contract requirements, 10% retainage paid to RWL	Termination of Contract	Payment received	10% of gross

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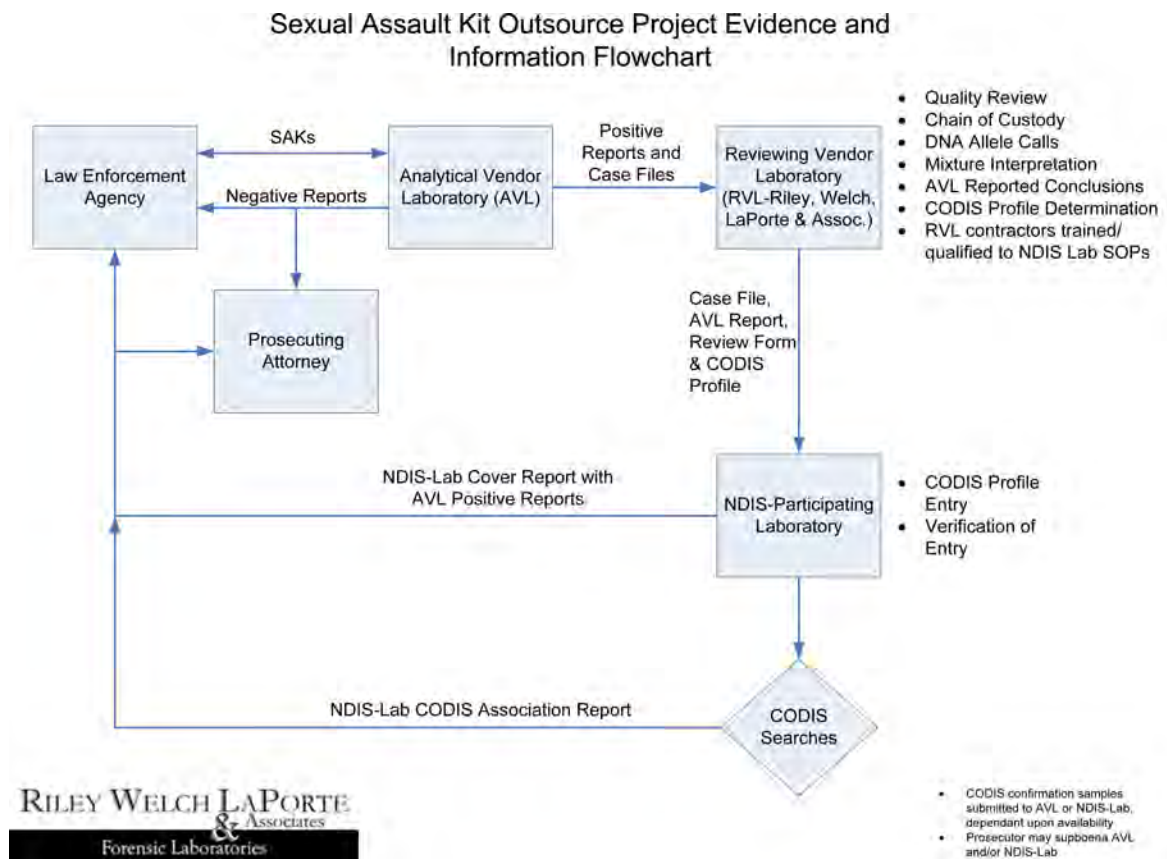
4. Staff Assignment

Staff	Assignment	Level of Effort/Capacity
Jeffrey Nye	DNA Technical Reviewer & Team Leader	80-100 reviews per month
Kristin Schelling	DNA Technical Reviewer	80-100 reviews per month
Sarah Thibault	DNA Technical Reviewer	80-100 reviews per month
Kirk DeLeeuw	DNA Technical Reviewer	80-100 reviews per month


5. RWL's work plan expects to meet or exceed the expectations in the RFP Section 0500, Scope of Work, 4.1.1 through 4.1.17.

6. RWL's capacity with four reviewers is 300 to 400 reviews per month.

7. Flowchart demonstrating flow of Information and DNA Technical Reviews with RWL Work Plan:



Many laboratories have used plans similar to the above plan when contracting with Analytical Vendor Laboratories and Reviewing Vendor Laboratories to reduce backlogged sexual assault kit evidence. Jeffrey Nye originally developed this plan and he has shared this plan with any agency requesting it.

BIO-005 PROCEDURE FOR THE CONTRACTOR-ASSISTED TECHNICAL REVIEW OF OUTSOURCED DNA CASEWORK		RILEY WELCH LAPORTE <i>& Associates</i> Forensic Laboratories
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Approval: November 2, 2015		

PROCEDURE FOR THE CONTRACTOR-ASSISTED TECHNICAL REVIEW OF OUTSOURCED DNA CASEWORK

SCOPE:

This document defines the procedure for receipt and technical review of outsourced DNA casework in support of a governmental laboratory.


BACKGROUND INFORMATION:

Contractor-assisted DNA technical reviews is a service provided to government laboratories that have outsourced DNA analysis to private fee-for-service vendor laboratories. The FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories requires NDIS-participating laboratories to take ownership of vendor laboratory data through a technical review prior to entry and upload of DNA profiles in the CODIS database. Specifically, Standard 17 allows for NDIS-participating laboratories to contract technical reviews to expedite the process.


Prior to conducting contractor-assisted technical reviews, RWL DNA scientists shall receive documented training on single source and mixture profile interpretation policies of the NDIS-participating laboratory that includes policies on CODIS entries specific to the NDIS-participating laboratory. Additionally, RWL DNA scientists shall be provided and successfully complete a competency test consistent with the extent of the technical reviews administered by the NDIS-participating laboratory.

OPERATION:

- 1) Retrieve the case file for the case to be examined. This may be accomplished either by downloading the material from a File Transfer Protocol (FTP) site, accessing from a CD/DVD that has been mailed to RWL or by other means as proscribed by the client.
- 2) Preview the case to:

<p align="center">BIO-005 PROCEDURE FOR THE CONTRACTOR- ASSISTED TECHNICAL REVIEW OF OUTSOURCED DNA CASEWORK</p>		<p align="center">RILEY WELCH LAPORTE & Associates Forensic Laboratories</p>
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<p align="center">Approval: November 2, 2015</p> <p align="right"></p>		

- a) Understand the nature of the request for the examination of evidence. This may include reviewing a medical history file or investigative file to understand the nature of the offense and alleged activities.
- b) Understand the purpose of each item of evidence.
- 3) Verify the evidence analyzed against the evidence description on the evidence receipt of the case file or other paperwork describing the material collected throughout the investigation. If there are differences between the description on the receipt and the actual evidence, note them on a technical review documentation form.
- 4) Review the laboratory report generated by the fee-for-service laboratory. Ensure a technical and administrative review has been completed by the laboratory.
- 5) Review the analytical data to ensure the conclusions reached by the fee-for-service laboratory are supported. At a minimum, the following materials must be reviewed:
 - a) All case notes, worksheets and electronic data (electropherograms) that support the conclusions drawn in the report.
 - b) All DNA types verifying that they are supported by the raw and/or analyzed data (electropherograms)
 - c) All profiles and/or DNA types to the extent that inclusions, exclusions and inconclusive statements are supported and consistent with the NDIS-participating laboratory's guidelines.
 - d) All controls (reagent blanks, positive internal laboratory controls, amplification positive and negative, and capillary electrophoresis blank), internal size standards and allelic ladders to verify that the expected results were obtained. This applies to standards and controls as required by the NDIS-participating laboratory's contract with the fee-for-service laboratory.
 - e) Statistical estimates ensuring that accepted procedures were followed and that they were provided for all relevant items and fractions of items.

BIO-005 PROCEDURE FOR THE CONTRACTOR- ASSISTED TECHNICAL REVIEW OF OUTSOURCED DNA CASEWORK		RILEY WELCH LAPORTE & Associates Forensic Laboratories
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- 6) Evaluate if a CODIS eligible profile has been developed based upon the policies, procedures and guidelines of the NDIS-participating laboratory. If deconvolution of a mixture is necessary, provide sufficient documentation on a casework review form such that a second qualified examiner may be able to review the deconvolution. Documentation generated during the CODIS determination shall be attached to a standardized technical review form for future review/inspection.
- 7) Complete a technical review form, either an RWL form or one provided by the NDIS-participating laboratory, detailing the approval of each element of the technical review. Discrepancies identified during the technical review may be documented on the standardized technical review form or attached to the form as a secondary document.
- 8) Once the technical review is complete, log it onto a prepared spreadsheet detailing that the review was passed. If the technical review is completed but there are discrepancies prohibiting you from passing the technical review, the spreadsheet should indicate in general terms the discrepancy (i.e. missing controls).
- 9) The tracking spreadsheet shall be supplied to the NDIS-participating laboratory monthly or upon request.

In 2008, Mr. Thomas Riley was a member of a Michigan State Police audit team that, at the request of Detroit Police Department, conducted an audit of the Detroit Crime Laboratory. The results of this audit were the basis for Detroit Police Department's decision to close their crime laboratory. This resulted in the Michigan State Police Forensic Science Division – at the direction of the Governor of the State of Michigan – assuming the role of providing forensic laboratory services to the City of Detroit.

In 2009, 11,219 sexual assault kits were inadvertently discovered by Michigan State Police personnel in Detroit Police Department storage while working with Detroit Police Department personnel to develop plans for the transfer of evidence and services. This discovery led to information that approximately 8,717 of the kits that were discovered had not been tested. This began efforts by the Michigan State Police, the Detroit Police, the Wayne County Prosecutor's Office and other to develop plans to address this problem.

As the DNA Technical Leader for the Michigan State Police Forensic Science Division, Mr. Jeffrey Nye was tasked with receiving the untested sexual assault evidence, conducting or contracting the analysis and developing plans for outsourcing of DNA analysis of the untested sexual assault evidence kits discovered in Detroit in 2009. In developing plans, Mr. Nye consulted with researchers at Michigan State University. This consultation resulted in the research reported below. It is noteworthy that the plan developed by Mr. Nye to address the outsourcing of DNA Technical Reviews, as requested in this RFP, is the plan that has been put in place by RWL in this offer. The plan has also been circulated to other agencies dealing with the problem of backlogged sexual assault evidence. This plan was successful in Detroit and is currently in use by other agencies.

An article published in MSU Today (text below) provides some detail into the depth and breadth of the problem faced by the Michigan State Police in their role to provide forensic laboratory services to the City of Detroit. There are a number of other news articles and a published, NIJ funded, research into the problem of untested sexual assault evidence. Here is a link to this story:

<http://research.msu.edu/detroit-solves-problem-of-rape-kits/>

Detroit Solves Problem of Rape Kits

A diverse team of scientists, prosecutors, police, victim advocates and others has solved the problem of untested rape kits in Detroit, creating a model that can be used in other communities, finds the lead researcher of the high-profile project.

In a final report released today by the [National Institute of Justice](#), Michigan State University's [Rebecca Campbell](#) said the Detroit project is a "huge catalyst for change." Campbell was the principal investigator of the initiative, which started in April 2011 and was funded by NIJ, an agency of the U.S. Department of Justice.

"Rape kit testing reform is possible, and we showed how to do it," said Campbell, MSU professor of psychology. "Our work in Detroit can serve as a model for other communities in how to form multidisciplinary partnerships, develop evidence-based solutions for rape kit testing and help

survivors heal from the trauma of rape.”

The project was prompted by the August 2009 discovery of thousands of untested rape kits at a remote Detroit Police Department storage facility. Of the 11,219 rape kits in police custody, researchers determined 8,717 kits had not been submitted for forensic testing, with some of the cases dating back to the 1980s. As a result, many rape cases were left unsolved because suspects were never arrested and/or prosecuted, thus adding to the trauma of victims. Chronic police understaffing and lack of resources contributed to the problem, but so, too, did police attitudes. “There was clear evidence of police treating victims in dehumanizing ways,” the report says, with law enforcement personnel “regularly expressing negative, stereotyping beliefs about sexual assault victims.” Police would prioritize or weed out rape cases based on assumptions of importance or urgency.

With a goal of finding solutions for testing rape kits and notifying victims, the project brought together representatives from the Wayne County Prosecutor’s Office, the Detroit and Michigan State Police departments, MSU, the nursing field and victim advocacy groups.

Steven Pierce and **Dhruv Sharma** from MSU’s **Center for Statistical Training and Consulting** played a key role in the project by reviewing the sexual assault kits and offering a statistical analysis of the evidence.

The project spurred change in many ways, including:

- The governor and state attorney general’s offices allocated \$4 million to test the Detroit rape kits.
- State funding was increased for Detroit-area advocacy services in new rape cases.
- Victim-centered training was developed for practitioners who handle rape cases including police, prosecutors, nurses and advocates.
- The Wayne County Prosecutor’s Office partnered with the Michigan Women’s Foundation and Detroit Crime Commission, both nonprofits, to raise awareness and money to properly investigate and prosecute rape cases.
- A new tracking system is being developed in Wayne County to ensure all rape cases are accounted for and tested properly. (The report found there is no mechanism to track a rape kit from when it was collected by a medical provider to when it was tested by a forensic scientist.)
- A state law was passed requiring all rape kits released to law enforcement to be submitted for testing. Additional bills are pending in the state Legislature that would, among other things, create a statewide electronic tracking system for rape kits and provide victims with electronic access to the status of their kits.

“The Detroit project shows how bringing together practitioners from all disciplines – law enforcement, prosecution, forensic sciences, nursing and victim advocacy – can be successful in solving complex social problems,” Campbell said.

Untested rape kits, she added, is a “growing national problem that is happening in cities large and small throughout the United States.”

“What we did with this project was develop a research-based road map: a set of tools, step-by-

step guides and protocols to help solve this problem in Detroit and other communities,” Campbell said.

Campbell’s co-investigator was Giannina Fehler-Cabral, who received her doctorate degree from MSU and now works at a research-consulting firm in Los Angeles.

Read more about the issue of untested evidence in sexual assault cases on the [NIJ website](#).

- Andy Henion, Rebecca Campbell via [MSU Today](#)

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TAB 10 – CONFIDENTIALITY AND SECURITY REQUIREMENTS

1. RWL has strict requirements for all personnel regarding the confidentiality of information and the security of evidence and case related documentation.
2. RWL has policy and procedure in place to securely store evidence and workspace.
3. RWL has policy and procedure in place to secure confidential information, reporting of perceived violations, root cause analysis, discipline or termination of employment and client notification procedures.
4. All DNA Technical Reviewers are bound by the following paragraph in their employment contracts with RWL:
 - a. “*Confidentiality*: You agree to maintain strict confidentiality regarding the nature of this work, any data or information you become privy to, including but not limited to client information, victim or suspect information, policies and procedures of RWL and any other information associated with this position, including compensation, and you agree that any violations of confidentiality are grounds for termination of this contract. Your agreement and duties under this paragraph shall survive the termination of this agreement.
5. RWL has policy and procedure in place for the storage of electronic data and the use of computers, including passwords.
6. RWL has longstanding established confidentiality and security practices with a record of success.

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SEC-001 SECURITY		RILEY WELCH LAPORTE & Associates Forensic Laboratories
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SECURITY

SCOPE:

This document defines the policy and procedure for secure storage of evidence and workspace.

POLICY:

It is the policy of RWL that evidence be securely stored while in the custody of our firm. It is also the policy of RWL that office space and workspace is secured.

PROCEDURE:

Evidence

- 1) Upon receipt, evidence is to be reviewed and inventoried against the submittal documentation.
- 2) In the event of a discrepancy between the submitted evidence and the submittal documentation, RWL staff will contact the client to resolve the discrepancy.
- 3) When not being examined, evidence shall be securely stored and protected from loss, cross-transfer, contamination or deleterious change while in the care and custody of RWL.
- 4) In-progress cases may be stored in locked container, drawer, fire & water resistant safe or other secured means (i.e., within a locked, alarmed, unoccupied office, etc.).
- 5) RWL examiners receiving physical evidence shall have the ability to store the evidence within a locked fire & water resistant safe inside an alarmed office when the evidence is not being examined.
- 6) Evidence may be returned to the client by hand-to-hand transfer or secured, tracked shipping.

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Information


- 7) Confidential and Sensitive Personal Information shall be securely stored in accordance with RWL Policy and Procedure CON-001.
- 8) Examiners conducting reviews are responsible for securely storing any printed or digital information. Electronic data or records will be stored in a secured manner, i.e. password protected files and or computer access.
- 9) Passwords are to be changed on RWL computers every twelve months, or sooner. An email will be sent to all staff every twelve months to remind employees to change passwords. Employees are free to change passwords more often, if desired, using the above protocol.
- 10) Passwords are to be complex, comprised of at least eight characters, which includes both upper and lower case letters, numbers and at least one symbol.
- 11) Passwords are not to be shared.

Disclosure & Record Keeping

- 12) Any unresolved discrepancies or evidence will be disclosed immediately to the client and records maintained of all efforts to resolve the discrepancy.
- 13) In the event of an unresolved discrepancy, RWL partners are to be notified as soon as possible.
- 14) Every effort to resolve any evidence discrepancy will be made and records of these efforts kept.

DEFINITIONS:

1. **Secured storage:** a lockable storage area for evidence.
2. **Safe:** a fire resistant, water resistant, lockable storage container.
3. **Workspace:** lockable space for conducting confidential work product by RWL staff.
4. **In-Progress Cases:** evidence in the process of being examined.

CON-001 CONFIDENTIALITY		RILEY WELCH LAPORTE <i>& Associates</i> Forensic Laboratories
Page 1 of 3 Pages	Version: 1	Issue Date: April 20, 2016
Approval: April 25, 2016 		

CONFIDENTIALITY

SCOPE:

This document defines the policy and procedure for preserving and protecting the confidentiality of client information received by RWL.

POLICY:

It is the policy of RWL that the protection of confidential client information is a critical requirement, to secure information received from clients and maintain confidentiality. This following procedure is designed to ensure that confidential client information is protected and secured in a manner that does not reveal this information to any unauthorized person(s).


PROCEDURE:

Paper, plastic or other non-digital material

- 1) Upon receipt, place all case file information inside a case jacket or a storage container that prevents information from being revealed to unauthorized person(s).
- 2) While working the case, be aware of confidential or sensitive personal information and ensure that the information is protected from view by any unauthorized person(s).
- 3) Do not discuss confidential case or client information with any unauthorized person(s).

Digital information

- 4) Any digital information contained on or in any type of storage media or device, to include but not limited to, hard drives, external drives, flash drives, CD, or DVD.
- 5) Digital information shall be securely stored on devices with password protection.
- 6) Passwords shall not be shared with unauthorized persons.

<p style="text-align: center;">CON-001 CONFIDENTIALITY</p>		<p style="text-align: center;">RILEY WELCH LAPORTE <i>& Associates</i> Forensic Laboratories</p>
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<p style="text-align: center;">Approval: April 25, 2016 </p>		

- 7) Digital information being displayed is only to be viewed by authorized persons.

Violations


- 8) All RWL employees have duty to report any perceived violations of this policy.
- 9) All factors concerning any violation will be considered to determine the nature and extent of the perceived violation and whether confidential or sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
- 10) A root cause analysis will be conducted to determine if there was a violation, cause(s) of the breach and determine corrective action to prevent future violations.
- 11) Any violation of this policy and procedure may be grounds for discipline up to and including termination of employment.

Disclosure

- 12) Any discovery or report of unauthorized release of confidential or sensitive personal information will be disclosed to the client immediately. Factors concerning the violation will be discussed with the client, to the extent known.
- 13) Following a root cause analysis, results of the root cause analysis along with corrective actions will be discussed with the client.
- 14) If a crime was committed with the unauthorized disclosure, RWL will work with authorities should the client wish to pursue a criminal investigation.

Notice

- 15) In the event of a breach of confidential or sensitive information, at the client's direction RWL will provide notice to individuals affected by the breach, in accordance with the terms of any contractual agreement with the client.

CON-001 CONFIDENTIALITY		RILEY WELCH LAPORTE & Associates Forensic Laboratories
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DEFINITIONS:

1. **Authorized person(s):** RWL employees assigned to, reviewing, assisting with, or providing other administrative or technical support for a particular matter, unless authorized by the client.
2. **Breach:** any unauthorized access to or disclosure of confidential or sensitive personal information. This includes access to paper files as well as any and all digital storage means.
3. **Confidential or Sensitive Personal Information:** Any information related to confidential or sensitive personal information, received from the client or a submitter authorized by the client or court, associated with cases or matters being handled by RWL, produced in the course of generating legal work product by RWL, or an individual's first name or initial and last name or other combination, with any one or more of the following: social security number, drivers license or government identification number, account number or credit card number in combination with any required security code, access code, password, or security question information that would permit to an individual's financial account, or any information that identifies an individual and relates to the individual's physical or mental health condition, including the provision of healthcare to the individual or the payment for the provision of health care to the individual.
4. **Digital Information:** Any digital information received from the client or generated in the course of generating work product by RWL or authorized persons. Digital information can include confidential or sensitive personal information.
5. **Unauthorized person(s):** Any person who is not authorized to have access to, or become privy to, confidential or sensitive personal information submitted to RWL by a client.

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TAB 11 – SCHEDULE

Task/Milestone	Performance Measure	Time to Complete	Due Date
Receive APD Training	Successful completion of reviews by all RWL Technical Reviewers	1 week	End of Week 1
Establish FTP Connection to Vendor Analytical Laboratory (VAL) File Share Location	Successful connection to File Share Location	1 week	End of Week 2
APD & VAL provide competency test review with embedded errors via file share location	Successful completion of competency test reviews by all RWL Technical Reviewers	2 weeks	End of week 4
VAL uploads case files to file share location by the 1 st day of each month	Data successfully uploaded and accessible to RWL by the 1 st day	1 day	1 st day of week 5, then 1 st day of each month to follow; to completion of contract work
DNA Technical Reviews downloaded monthly from file share location	Successful download of all information	3 days	Day 4 of each month; monthly completion
Assess Team Needs	Assessment Completed		
Assign Cases to Reviewers	Cases Assigned		
Conduct reviews by the 27 th day of each month	Reviews completed successfully by 27 th day	24 days	27 th day of each month
RWL may conduct internal quality control reviews of up to 5% of the reviews completed by RWL Reviewers	Completion of internal quality control measures, if necessary	Ongoing	Ongoing for life of contract
Any quality issues identified in technical reviews are communicated to Austin PD or AVL, or both, per Austin PD preference	Identification of any quality control issues identified in the process of conducting reviews	Ongoing	Ongoing for life of contract
Compile reviews and issue a summary of all reviews completed for month along with supporting documentation to APD for CODIS entry and completion of process	Reviews compiled and along with supporting documentation provided to APD by the 30 th of each month	3 days	30 th day of each month
Expert Testimony	RWL DNA Technical Reviewers available to provide Expert Testimony, as needed	As needed	As needed
Billing	RWL bills APD monthly for reviews completed during the previous month	1 st of the month	Net 30
Data Return	Per APD instruction, RWL returns data in possession	1 day	End of contract
Payment of Retainage	Successful completion of contract	30 days	Net 30

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TAB 12 - COMPLIANCE

1. RWL is in compliance with all applicable rules and regulations of Federal, State and Local entities.
2. RWL's records are up to date with the State of Michigan.

Vers 5.2(08/15)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT
2016

Identification Number 394799	Corporation Name RILEY, WELCH, LAPORTE & ASSOCIATES FORENSIC LABORATORIES, INC.	
Resident agent name and mailing address of the registered office THOMAS P RILEY RILEY WELCH LAPORTE & ASSOCIATES FORENSIC LABORATORIES P.O. BOX 70 FRANKENMUTH MI 48734		
The address of the registered office 10578 IMPERIAL DRIVE EATON RAPIDS MI 48827		
Describe the purpose and activities of the corporation during the year covered by this report: FORENSIC LABORATORY SERVICES IN THE AREAS OF QUESTIONED DOCUMENTS, INK CHEMISTRY, LATENT FINGERPRINTS, FIREARMS & TOOLMARKS AND FORENSIC BIOLOGY/DNA.		
Officer/Director Information		
NAME	TITLE BUSINESS OR RESIDENCE ADDRESS	
THOMAS P. RILEY	PRESIDENT 10578 IMPERIAL DRIVE EATON RAPIDS MI 48734	
THOMAS P. RILEY	SECRETARY PO BOX 70 FRANKENMUTH MI 48734	
GERALD M. LAPORTE	TREASURER 1791 CLOVERMEADOW DRIVE VIENNA VA 22182	
TODD W. WELCH	VICE PRESIDENT PO BOX 70 FRANKENMUTH MI 48734	
TODD W. WELCH	DIRECTOR 285 KINGSBROOK FRANKENMUTH MI 48734	
Electronic Signature		
Filed By THOMAS P. RILEY	Title AUTHORIZED OFFICER OR AGENT	Phone 517-394-1512
<input checked="" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		
Payment Information		
Payment Amount \$ 25	Payment Date/Time 04/06/2016 15:43:22	Reference Nbr 71315 6801 394799 2016

3. RWL agrees to comply with the terms of Request for Proposals #EAD0127.

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Forensic DNA Analyst

SECTION IV – PRICE PROPOSAL

Based upon our estimated costs, we are able to provide the following proposal.

Anticipated Capacity: Based upon the current and expected resources, RWL is confident that it can complete up to 300 technical reviews per month.

Pricing: Our pricing proposal is \$72.00 per review completed.

**Diplomate of the American Board of Forensic Document Examiners, Inc.
**American Society of Questioned Document Examiners
***Fellow of the American Academy of Forensic Sciences*

www.rileywelch.com

Thomas P. Riley, B.S., *, **
Forensic Document Examiner
Michigan

Gerald M. LaPorte, M.S.F.S., **, ***
Forensic Chemist & Document Specialist
Virginia

Lisa Hanson, B.S., *, **
Forensic Document Examiner
Minnesota

Kurt W. Moline, M.S.
Forensic Firearm & Toolmark Examiner

RILEY WELCH LAPORTE
& Associates
Forensic Laboratories

P.O. Box 70, Frankenmuth, Michigan 48734-0070
Telephone (517) 394-1512 Fax (517) 803-4403

Todd W. Welch, B.A., *, **
Forensic Document Examiner
Michigan

Jennifer Naso, M.S.F.S.
Forensic Document Examiner
New York

Robert May, B.S.
Latent Print Examiner
Michigan

Jeffrey Nye, M.S.
Forensic DNA Analyst

May 12, 2016

Ms. Erin D'Vincent – CPPB
Senior Buyer Specialist – Public Safety
City of Austin – Purchasing Office
P.O. Box 1088
Austin, TX 78767
Office: (512) 974-3070
erin.dvincent@austintexas.gov

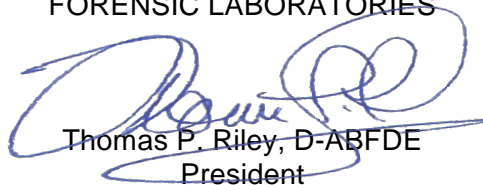
RE: Request for Best and Final Offer (BAFO)

Dear Ms. Vincent:

Thank you for your email today requesting our best and final offer (BAFO). Our best and final offer is \$72.00 per completed technical review, as stated in our original pricing proposal.

Very truly yours,

RILEY WELCH LAPORTE & ASSOCIATES
FORENSIC LABORATORIES



Thomas P. Riley, D-ABFDE
President

**Diplomate of the American Board of Forensic Document Examiners, Inc.
**American Society of Questioned Document Examiners
***Fellow of the American Academy of Forensic Sciences*

www.rileywelch.com



GOAL DETERMINATION FORM

Buyer Name/Phone	Erin D'Vincent	PM Name/Phone	Mary Ann Carney 4-4543
Sponsor/User Dept	APD	Sponsor Name/Phone	
Solicitation Number	RFP EAD0127	Project Name	Technical Review of Sexual A
Contract Amount	\$750,000	Ad Date (if applicable)	4/11/16
Procurement Type			
Nonprofessional Services			
Project Description			
Technical Review of Sexual Assault Kit Analyses as a continuation of RFP EAD0125. Contractor will essentially double check the work of the first Contractor to ensure processing of kits was done correctly.			
Project History: Was a solicitation previously issued? If so, were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.*			
RFP EAD0125 was issued with no goals. Due to the certification and credentials required for this type of work, no subc			
List the scopes of work (commodity codes) for this project. (Attach commodity code breakdown by percentage; eCAPRIS printout acceptable.)*			
99226 - 100%			
Buyer Confirmation Erin D'Vincent		Date 03/22/2016	

FOR SMBR USE ONLY			
Date Received	03/23/2016	Date Assigned to BDC	03/25/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="radio"/> Goals	% MBE	% WBE	
<input type="radio"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="radio"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="radio"/> No Goals		
This determination is based upon the following:			
Insufficient Availability of MVBES			
If Other was selected, provide reasoning:			
Insufficient scopes of work			
MBE/WBE/DBE Availability			
1 WBE firm			
Subcontracting Opportunities Identified			
99226 Biological Testing Services			

SMBR Staff	Signature/Date 3/30/16
SMBR Director (or Designee)	Date 3/31/16



DISTRICT ATTORNEY
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N.Y. 10013
(212) 335-9000

CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

September 10, 2015

Kyran Fitzgerald
City of Austin Police Department
715 East 8th Street
Austin, TX 78701

Dear Ms. Fitzgerald:

Congratulations!

The New York County District Attorney's Office (DANY) is pleased to inform you that the City of Austin Police Department has been selected as an awardee of the 2015 Sexual Assault Kit Backlog Elimination Grant Program to begin on October 1, 2015. Your agency will receive \$1,994,648 over two years to test previously untested sexual assault kits, which will be distributed to your agency on a reimbursement basis. Please note that if the amount of your award is different from the budget you submitted with your proposal, your budget may have included expenditures that were outside the scope of the grant program. You will receive all pertinent grant program information and a formal contract for your review later this week.

We have provided you with a sample press release attached to this email, which you may adapt and disseminate to local media outlets. However, please note that DANY, in collaboration with the Bureau of Justice Assistance, will officially announce awards during a news conference at 11:30 a.m. ET on September 10, 2015. All information about the award, including the information contained in this letter, and the enclosed press release, must be kept strictly embargoed until then.

Thank you for your commitment to addressing the sexual assault kit backlog. We look forward to working together over the next two years to bring justice to victims and make all of our communities safer.

Sincerely,

Cyrus R. Vance, Jr.

GRANT AGREEMENT

GRANT AGREEMENT made and entered into this ^{1st} December day of December, 2015, by and between the Office of the District Attorney, New York County (hereinafter referred to as "DANY"), having its principal place of business at One Hogan Place, New York, N.Y. 10013, and City of Austin Police Department (hereinafter referred to as "Grantee"), having its principal place of business at 715 S. 9th St. Austin TX 78701. DANY and Grantee are the "Parties."

WHEREAS, DANY established and funded a Criminal Justice Investment Initiative ("CJII") to invest in projects that will enhance public safety, develop broad crime prevention efforts and promote a fair and efficient criminal justice system; and,

WHEREAS, under the CJII, DANY issued a Request for Proposals ("RFP") for a Sexual Assault Kit ("SAK") Backlog Elimination Program (the "Program") for the selection of governmental entities to receive grants of money from DANY to promote strategies to permanently eliminate a national SAK backlog; and,

WHEREAS, Grantee submitted an application to participate in the Program and was selected by DANY as a Lead Applicant to receive a grant of CJII monetary funding; and,

WHEREAS, DANY designated the Research Foundation of The City University of New York (hereinafter referred to as "RFCUNY"), a not-for-profit educational corporation chartered by the New York State Regents, to serve as Fiscal Administrator of the Program; and,

WHEREAS, services will begin on December 1, 2015 and,

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Grant Agreement the following terms are defined as follows:

A. "Allowable Expense" or "Allowable Expenses" means: (1) the cost of testing Untested or Backlogged SAKs including transporting SAKs to a forensic lab, postage to ship SAKs to a forensic lab, initial DNA testing in a public or private forensic lab (including consumables and supplies associated with kit testing, technical reviews, and CODIS uploads by the lab), (2) if Grantee is or uses a public lab, payment for overtime or contract personnel over and above the public lab's current capacity (provided, however, that grant funds cannot be used to supplant existing personnel resources), and (3) reasonable and necessary costs associated with travel, lodging and meals for a small delegation (three persons, maximum) to attend a 2-day workshop hosted by the U.S. Department of Justice's Bureau of Justice Assistance in Washington, DC in Federal Fiscal Year 2016. The term "Allowable Expenses" also includes any expense listed in Attachment B (Budget Worksheet and Narrative). "Allowable Expenses" can be incurred only during the two-year Term of this Grant Agreement. The term "Allowable Expenses" does not encompass, and grant funds cannot be used to pay for, inventorying SAKs, investigating and prosecuting cases, creating data and information-sharing systems, purchasing laboratory equipment or other capacity-building expenses,

management and administration of the Program, report preparation, victim services, onsite training, any expense incurred before or after the two-year Term of this Grant Agreement, or other similar costs.

B. “Combined DNA Index System” or “CODIS” means the Federal Bureau of Investigation’s national DNA database for uploading DNA profiles contributed by participating federal, state and local forensic laboratories.

C. “Community-Based Victim Advocate” means a person employed by an independent non-profit agency that provides ongoing, comprehensive support and counseling to victims to address trauma and other needs resulting from a sexual assault.

D. “Effective Date” is October 1, 2015, the date program services commence.

E. “Forklift Approach” means the testing of all Untested SAKs irrespective of the type of kit. Under a “Forklift Approach” SAKs should not be excluded from the sample of kits to be tested for reasons including: expired statute of limitations, perceived weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior forensic testing.

F. “Lead Applicant” means a Grantee that is responsible for reporting to DANY on an implementation of a Multi-Disciplinary Strategy and for performing other duties as set forth in this Grant Agreement. A Lead Applicant also may be responsible for coordinating activities of a Multi-Jurisdictional Entity.

G. “Multi-Disciplinary Strategy” means an approach to remedying the Untested SAK Backlog problem (described in the RFP) that incorporates all critical stakeholders, including law enforcement, prosecutors, System- and Community-Based Victim Advocates, forensic medical personnel and laboratories (each such entity, other than the Lead Applicant, is referred to herein as a “member participant”), and coordination of local SAK testing efforts. In some jurisdictions, a working group or task force may be established.

H. “Multi-Jurisdictional Entity” means a Lead Applicant, such as a state lab or a state bureau of investigation, acting on behalf of multiple smaller jurisdictions (each of which is referred to herein as a “member jurisdiction”), such as counties or cities.

I. “Random Sample” means, for a jurisdiction other than one that will test its entire backlog of SAKs, a process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if a Grantee receives funding to test one-fourth of its total backlog, the Random Sample should include every fourth SAK – and Grantee is not permitted to intentionally select a specific kit for testing. However, notwithstanding the foregoing, specific kits may be selected for testing if a statute of limitations will expire within two years.

J. “System-Based Victim Advocate” means a person employed by a law enforcement agency, such as a police department or prosecutor’s office, who links victims to services and acts as a liaison to victims throughout the process of investigating and prosecuting a crime.

K. "Untested SAK" or "Untested or Backlogged SAK" means a Sexual Assault Kit that has not been analyzed by a forensic lab within 365 days of being booked into law enforcement evidence. SAKs from cases in which the identity of the offender is not an issue, the statute of limitations has expired, or the offender was convicted without DNA evidence still fall under this definition and are not excluded. SAKs that have been tested, but have not been DNA tested, also fall under this definition and are not excluded. These terms do not include SAKs in cases where a victim chooses not to report a crime. Such non-reported, unreported, anonymous, or "Jane Doe" SAKs should not be tested under the Program unless a victim has decided to make a police report at a later time. In addition, the term does not include cases where evidence exists that no crime was committed (*e.g.*, the victim recants or video footage exists demonstrating there was no crime).

L. "Fiscal Administrator" shall mean an entity retained by DANY, at the direction of DANY, to issue payments to Grantee, and to take such other actions as set forth in this Grant Agreement on behalf of DANY.

ARTICLE 2. TERM OF GRANT AGREEMENT

Unless extended in writing by the Parties, the Term of this Grant Agreement is two (2) years, commencing on the Effective Date, as defined above. The Parties agree that Grantees may request an extension in the last quarter of the Program no later than 90 days before the termination date of this Agreement.

ARTICLE 3. TOTAL GRANT AMOUNT

Unless increased by DANY in its sole discretion, the total amount of grant funds payable to Grantee under this Grant Agreement shall not exceed \$ _____ (the "Total Grant Amount").

ARTICLE 4. SCOPE OF WORK

4.1 Grantee and member participants or jurisdictions must use a Forklift Approach under a Multi-Disciplinary Strategy to render and perform all services for Untested SAKs required in the RFP and all services for Untested SAKs offered in Grantee's application to participate in the Program. The RFP and Grantee's application to participate in the Program are Attachments A and F, respectively. In accordance with its role as Lead Applicant of a Multi-Disciplinary Strategy or Multi-Jurisdictional Entity, Grantee holds responsibility for: (1) coordinating the participation of all the member participants of such Multi-Disciplinary Strategy and member jurisdictions of such Multi-Jurisdictional Entity, (2) reporting to DANY on the Program activities of itself and all member participants or jurisdictions on a quarterly basis and submitting a final report at the conclusion of the Program, (3) liaising with the U.S. Department of Justice, Bureau of Justice Assistance ("BJA") training and technical assistance provider (if applicable) on behalf of itself and all member participants or jurisdictions to avail itself and them of any BJA training and technical assistance that BJA may provide to grantees of the Program, (4) taking all measures reasonably within Grantee's power or control to obtain compliance with the written commitments of such member participants or jurisdictions (including with respect to adherence to "best practices") that are set forth in Grantee's application to participate in the Program, and (5) submitting a consolidated invoice each quarter for Allowable Expenses incurred by itself and all member participants or jurisdictions to result in a single payment to Grantee only. Upon DANY's written approval, a member participant of a Multi-Disciplinary

Strategy other than Grantee may be permitted to assume primary responsibility for performing one or more of the above listed duties, other than item (5).

4.2 Grantee shall take all measures reasonably within its power or control to cause the following "best practice" procedures to be implemented: (1) all eligible DNA profiles resulting from SAK testing should be entered into CODIS within a reasonable timeframe, (2) law enforcement agencies and prosecutors should be notified of all CODIS hits that result from such testing so that investigation and, where appropriate, prosecution can occur, and (3) a coordinated strategy to notify and engage victims following CODIS hits should be implemented.

4.3 If Grantee is receiving funding sufficient to test only a subset of its Untested SAKs, it must use a Random Sample, as defined in this Grant Agreement, to select SAKs for testing under the Program.

4.4 Grantee shall submit quarterly performance measurement reports to DANY covering a period of four (4) years from the date services begin. Such reports shall be submitted to DANY within thirty (30) days after the end of each calendar quarter. Each report must describe all of Grantee's Program activities and those of its member jurisdictions or member participants for that calendar quarter. At the time the Parties are entering into this Grant Agreement, the Parties expect that quarterly reports applicable in whole or in part to activities during the two-year Term of this Grant Agreement will consist of two parts as shown in Attachments C1 and C2: (a) a survey in Google Forms, and (b) a case spreadsheet in MS-Excel. In addition, each report after the expiration or termination of this Grant Agreement will consist of: (a) a case spreadsheet in MS-Excel as shown in Attachment C, and (b) answers to the questions DANY poses to Grantee about sustainability. Submission of the part of a report in Google Forms will be performed online and the MS-Excel case spreadsheet will be transmitted to DANY by email. Grantee shall comply with such instructions as DANY may issue concerning the form, content and manner of submission of these reports, which may reasonably vary during the Term of this Grant Agreement. Furthermore, Grantee must submit a final report to DANY at the conclusion of the Program in accordance with such instructions as DANY may issue concerning the form, content and manner of submission of such final report.

ARTICLE 5. BUDGET AND ALLOWABLE EXPENSES

DANY will cause Grantee to be paid for Allowable Expenses that Grantee incurs under the Program during the Term of this Grant Agreement in accordance with the Grantee's Budget Worksheet and Narrative that is attached as Attachment B. The unit prices of individual expenditures set forth in Attachment B shall serve as guidelines for approval and payment of invoices submitted by Grantee under this Grant Agreement. It is understood and agreed that such amounts are estimates and it may be appropriate for actual expenses to vary from such estimates; provided, however, that prior approval of DANY is required in the event any such variation may result in a material change in DANY's programmatic goals. If DANY or its Fiscal Administrator, RFCUNY, requests explanation of reasonableness of variance of actual expense(s) from estimate, Grantee shall provide such requested information.

ARTICLE 6. INVOICING AND PAYMENT PROCEDURE

A. Each invoice shall be a written request for payment that is submitted by Grantee to DANY and RFCUNY, DANY's designated Fiscal Administrator, that describes and lists the quantity and price of Allowable Expenses incurred during the previous quarter and is supported by such documentation as

DANY or RFCUNY may reasonably require. Each invoice shall include a fiscal report applicable to a period of time (*i.e.*, calendar quarter) covered by the invoice. Grantee shall submit invoices and fiscal reports within 30 days after each calendar quarter ending during (or less than three months after) the two-year Term of this Grant Agreement. At the time the Parties are entering into this Grant Agreement, the Parties expect that quarterly fiscal reports will be in the form shown in Attachment D.

B. Procedures for submission of invoices to RFCUNY are set forth in Attachment E. Grantee shall comply with such instructions as DANY may issue concerning the submission of invoices and the form and content of the fiscal report (Attachment D), which may reasonably vary during the Term of this Grant Agreement.

C. DANY shall cause RFCUNY, its Fiscal Administrator, to make payment due under Article 5 of this Grant Agreement, up to the "Total Grant Amount" indicated in Article 3 of this Grant Agreement, within 30 days of receipt of a completed and accurate invoice that is submitted to DANY and RFCUNY in accordance with the above requirements. There is no provision for payment of any interest or other charges in the event of late payment.

D. Notwithstanding any provision in this Grant Agreement to the contrary, DANY and its Fiscal Administrator, RFCUNY, will withhold payment for any expense that DANY or RFCUNY determines does not meet the definition of the term "Allowable Expense" of this Grant Agreement.

ARTICLE 7. ADDITIONAL TERMS AND CONDITIONS

7.1 This Grant Agreement shall be deemed to be executed in the City and State of New York and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable.

7.2 The Parties agree that any and all claims asserted by or against DANY arising under or related to this Grant Agreement shall solely be heard and determined in state or federal court located in County of New York. The Parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue and forum.

7.3 No claim shall be made by either Party against any officer, agent or employee of the other Party in their personal capacity for, or on account of, anything done or omitted in connection with this Grant Agreement.

7.4 Grantee shall perform all services under this Grant Agreement in accordance with all applicable laws as are in effect at the time such services are performed, including without limitation laws applicable to fair employment practices and personal privacy.

7.5 Grantee shall not assign, transfer, convey or otherwise dispose of this Grant Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Grant Agreement, without the prior written consent of the District Attorney of New York County. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

7.6 All persons who are employed by Grantee and all consultants and independent contractors who are retained by Grantee to perform services under this Grant Agreement, and all member jurisdictions of a Multi-Jurisdictional Entity or member participants of a Multi-Disciplinary Strategy (including their employees, consultants and contractors), are neither employees of DANY nor under contract with DANY. Neither DANY nor its Fiscal Administrator, RFCUNY, is responsible for their work, direction, compensation or personal conduct while engaged in performing work under the Program. Nothing in this Grant Agreement shall impose any liability or duty on DANY or RFCUNY for any acts, omissions, liabilities or obligations of Grantee or any of its officers, employees or agents. Except as specifically stated in this Grant Agreement, nothing in this Grant Agreement shall impose any liability or duty on DANY or RFCUNY to any person or entity.

7.7 To the extent permitted by Grantee's state law, Grantee shall defend, indemnify and hold DANY, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which DANY, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of Grantee or its contractors in carrying out the terms of this Grant Agreement to the extent resulting from failure to comply with the provisions of this Grant Agreement or of law. Insofar as the facts or law relating to any claim would preclude DANY from being completely indemnified by Grantee, DANY shall be partially indemnified by Grantee to the fullest extent permitted by the Grantee's state law. Notwithstanding any other provision of this Grant Agreement; this Agreement is not intended to create or vest any rights in any third-party not a signatory hereto.

7.8 Grantee shall not commence performing services under this Grant Agreement unless and until all insurance required by DANY is in effect, and Grantee shall have continuous insurance coverage in the manner, form and limits required by DANY throughout the Term of this Grant Agreement. DANY's insurance requirements are available from DANY's Agency Chief Contracting Officer. For each insurance policy required by DANY, Grantee shall submit a certificate of insurance in a form acceptable to DANY at the time it returns the signed Grant Agreement to DANY. In lieu of insurance, as appropriate, Grantee may instead submit a certificate signed by an officer of Grantee substantially in the following form: "[Name of Grantee] does not maintain insurance. [Name of Grantee], with such authority to sign such a certificate, is a government entity authorized to expend funds for any loss, claim, action or judgment. This certifies that [Name of Grantee] will defend, settle and, without limitation, satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage. This is applicable to claims arising from [Name of Grantee]'s activities and/or contracts to which [Name of Grantee] is a party."

7.9 Grantee agrees that all data, reports and other written or graphic work produced in the performance of this Grant Agreement are subject to the rights of DANY as set forth in this paragraph. DANY shall have the right to reproduce, publish and use all such work, or any part thereof, and authorize others to do so; provided, however, that jurisdiction-specific data collected from Grantees will be used only for evaluation purposes and DANY (or any party authorized by DANY) will only report aggregate, anonymized outcomes. If DANY (or any party authorized by DANY) wishes to report jurisdiction-specific information prior approval will be sought from the Grantee. If any such work is copyrightable by Grantee, then notwithstanding such copyright DANY reserves a royalty-free, non-exclusive and irrevocable license to

reproduce, publish and use such work or any part thereof, and to authorize others to do so, subject to the same proviso as above in this paragraph. No victim-specific or case-specific information provided to DANY under this Grant Agreement will be disclosed to any other party. Any document prepared, owned, or retained by the Grantee is subject to the laws of Grantee's state.

7.10 Grantee agrees to maintain satisfactory financial accounts, documents and records of its participation in the Program and to make them available to DANY or its designee for auditing at reasonable times. If Grantee, or a member jurisdiction of a Multi-Jurisdictional Entity or a member participant of a Multi-Disciplinary Strategy, also is receiving funding from the U.S. Department of Justice's Bureau of Justice Assistance for its SAK testing initiative, Grantee must implement financial record-keeping procedures adequately designed to prevent charging both DANY and BJA for the same work. Grantee also agrees to retain such financial accounts, documents and records during the Term of this Grant Agreement and for four years following the expiration or termination of this Grant Agreement. Grantee's participation in the Program is subject to audit by DANY or its designee during the Term of this Grant Agreement and for four years following expiration or termination of this Grant Agreement.

7.11 The terms of this Grant Agreement regarding indemnification, payment, reporting, use and disclosure of information and any others that by their sense and context are intended to survive the expiration or termination of this Grant Agreement shall survive and continue in full force and effect notwithstanding the Grantee's record retention laws or other comparable state-mandated laws regarding record retention.

7.12 Failure by Grantee to comply with the requirements of this Grant Agreement, or failure (as applicable) of a member jurisdiction or member participant to comply with the terms of a written commitment submitted by a Lead Applicant as part of its application to participate in the Program, may be cause for suspension or, in the event of material breach, termination of all obligations of DANY hereunder.

7.13 Failure by Grantee over a period of two (2) consecutive quarters to achieve substantial compliance with a timetable for accomplishments indicated in Grantee's application to participate in the Program (Attachment F) may result in DANY requesting submission of a Corrective Action Plan from Grantee and possible reduction of the Total Grant Amount set forth in Article 3 of this Grant Agreement.

7.14 This Agreement may be terminated without cause by DANY or Grantee upon delivery of written notice of termination sent not less than 90 days prior to the effective date of termination. On the effective date of termination, the Grantee shall not continue to perform any testing of Untested SAKs or Untested or Backlogged SAKs; Grantee will continue to review DNA lab reports, upload any DNA profiles into CODIS, and submit reports to DANY with respect to SAKs tested prior to the effective date of termination. All Allowed Expenses shall be paid to the Grantee upon submission of invoices as set out in Article 6, including Allowed Expenses for the SAKs tested prior to the effective date of termination and related review, uploading, and reporting of such SAKs."

7.15 Each person executing this Agreement represents and warrants that they have the express authority, right, and power to execute this Agreement and to bind the party on whose behalf they sign.

7.16 Notwithstanding any other term of this Grant Agreement, Grantee shall not be required to provide information that is prohibited from disclosure by law.

7.17 This written Grant Agreement, including the Attachments listed below, contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind either of the Parties, or to vary any of the terms contained in this Grant Agreement, other than a written change, amendment or modification duly executed by both Parties. Any conflict or inconsistency between the parts of this Grant Agreement shall be resolved in the following order of precedence:


1. This document titled Grant Agreement
2. Attachment A: The RFP issued by DANY
3. Attachment B: Budget Detail Worksheet
4. Attachments C1 and C2: Quarterly Performance Measurement Reporting Template
5. Attachment D: Quarterly Fiscal Reporting Template
6. Attachment E: Fiscal and Performance Metrics Reporting Instructions
7. Attachment F: Grantee's application to participate in the Program

(There is no further text on this page)

IN WITNESS WHEREOF, the parties undersigned executed this contractual Agreement effective as of the day and year first written above.

**The New York County District
Attorney's Office**

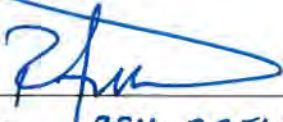
BY: **Karen Friedman-Agnifilo**



Title: **Chief Assistant District Attorney**
Date: **3/3/16**

Grantee: City of Austin Police Department

BY: **Rey Arellano**



Name: **REY ARELLANO**
Title: **ASSISTANT CITY MANAGER**
Date: **12/18/2015**

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss:

On this 3rd day of March 2016, before me personally came Varen Friedman Aguilera of the City of New York, New York County District Attorney's Office, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

Marilyn R. Bauza
NOTARY PUBLIC

MARILYN R. BAUZA
Notary Public, State of New York
No. 01BA484148
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires September 30, 2017

STATE OF Texas)

COUNTY OF Travis) ss:

On this 18th day of December 2015, before me personally came Rey Orellano of the City of Austin, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

Laura Carmona Polio
NOTARY PUBLIC





User: kyran.fitzgerald@austintexas.gov

Welcome to the New York County District Attorney's Sexual Assault Kit Backlog Elimination Grant Program Application Portal

Please complete the form below to begin your application. For all subsequent sections, refer to the Request for Proposals (RFP) document. Complete your responses to each portion of the RFP in Word, Excel or PDF document, and then upload them to the corresponding sections on this webpage.

You may begin the application and then save and return to it at any time. However, once you have filled in all required fields, uploaded all required documents, and hit "submit," you can no longer make edits to your application.

All applications must be submitted through this site by June 1, 2015 at 5:00 p.m. EST. Applications may not be submitted in any other way, and no late applications will be accepted.

Applicants should use appropriately descriptive file names, including the name of the section and the lead applicant (e.g., "Program Narrative_NY County DA," "Budget Detail Worksheet and Narrative_NY County DA," "Timeline NY_County DA,") for all attachments.

General Information

Lead Applicant Information

Lead Applicant Name	City of Austin
Lead Applicant Type	Local police department
Lead Applicant Address	715 East 8th Street
City	Austin
State:	Texas

Zip Code 78701

Contact Person Information

First Name Kyran
Last Name Fitzgerald
Phone Number 512-974-5033
Email kyran.fitzgerald@austintexas.gov

Program Narrative

Please upload your program narrative here in .pdf, .doc or .docx format.

Program Narrative

Timeline

Please upload your estimated timeline here in .pdf, .xls, .xlsx, .doc or .docx format.

Estimated Timeline

Budget Detail Worksheet and Narrative

Please upload your Budget Detail Worksheet and Narrative here in .pdf, .xls or .xlsx format.
Click [here](#) for budget template.
Click [here](#) for instructions.

Budget Detail Worksheet and
Narrative

Additional budget attachments

Agency Letters of Commitment

Please use the fields below to upload letters of commitment.

If you have more than one, please enter one at a time the form below. Click the "add" button to add another letter.

Agency Letter of Commitment

Ltr of Ctmt DA_City of Austin PD.pdf

Agency Letter of Commitment

Ltr of Ctmt SafePlace_City of Austin PD.pdf

Pending Application

If you have more than one, please enter one at a time the form below. Click the "add" button to add another grant.

This jurisdiction does not have pending applications pertaining to sexual assault kit testing

Checklist

Before submitting, please check the boxes below to confirm completion of all required items.

Program Narrative

Proposer Information

Background

Proposed Approach

Sustainability

Performance Measurement

Timeline

Timeline document uploaded

Budget Detail Worksheet and Narrative

Budget detail worksheet and narrative documents uploaded

Letters of Commitment

At least one letter of commitment uploaded

Authorization

By checking this box, I hereby certify that all information contained in this application is true. Additionally, I certify that I have read and agree to the Terms and Conditions of the DANY Sexual Assault Kit Backlog Elimination Grant Program outlined in the RFP.

Name

Rey Arellano, Assistant City Manager

Date

06/01/2015

City of Austin Sexual Assault Kit Backlog Elimination Program

A. Proposer Information

The City of Austin is a home-rule municipality situated in Travis, Hays, and Williamson Counties of Central Texas. The Austin Police Department, comprised of 1,846 sworn personnel and 662 support staff, provides public safety services for over 900,000 residents and 17 million visitors annually within 307 square miles. According to the City's demographer, the growth of the city is trending upward, with 110 people (net) moving to Austin daily. Austin's population growth and annexations are unfortunately expected to result in violent and property crime increases.

FBI UCR Part I Violent Crimes	2010	2011	2012	2013	2014
Murder	38	27	33*	26	32
Rape	265	211	209	217	571
Robbery	1,231	1,106	978	763	873
Aggravated Assault	2,256	2,126	2,187	2,117	2,105
Total Violent Crime	3,790	3,470	3,407	3,123	3,581

*The FBI reported 31 murders for Austin in 2012, but that excludes two incidents which occurred and were reported, but that did not meet FBI reporting deadlines/requirements. The correct count is 33.

Sexual Assault Offenses	2010	2011	2012	2013	2014	5-yr total
Aggravated Forced Sodomy	5	3	1	0	0	9
Aggravated Forced Sodomy of a Child	1	0	0	0	0	1
Aggravated Sexual Assault	12	23	23	16	6	80
Aggravated Sexual Assault of a Child	142	154	123	111	21	551
Aggravated Sodomy	2	0	1	0	0	3
Forced Sodomy	3	37	3	19	0	62
Forced Sodomy of a Child	0	3	0	0	0	3
Sexual Assault	223	254	254	144	161	1,036
Sexual Assault of a Child	210	199	191	174	57	831
Total	598	673	596	464	245*	2,576

* APD Crime Records: the drop by approximately half the number of cases in 2014 reflects the first year of adoption of the new UCR definition for Rape. Many sexual assault cases now meet the revised UCR definition and are counted as UCR Part I rapes. The sodomy title codes were retired in the same year since they now also meet the criteria of the new UCR definition of rape and have been compiled with those numbers.

The Texas Code of Criminal Procedure provides the statutes of limitations for the indictment and prosecution of sexually-based offenses perpetrated against children and adults.

The limitations for prosecuting sexual offenses against children, Sections 22.011 and 22.021, have changed four times in recent history:

- In 1987, extended from 5 to 10 years from offense date
- In 1997, extended to 10 years beyond the victim's 18th birthday
- In 2001, eliminated for cases with DNA
- In 2007, eliminated entirely

In short, as long as the victim's 28th birthday has not passed prior to September 1, 2007 (and prosecution was not already barred), there will not be a limitation on prosecution for sexual assault of child, aggravated sexual assault of child and indecency with a child.

The statute of limitations on the indictment and prosecution of sexually-based crimes against adults is 10 years unless DNA is found that cannot be identified. If biological evidence is collected and the DNA test results show that the evidence does not match the victim or another known individual, there is no statute of limitations attached. The statute of limitations in effect at the time of the offense must be followed; therefore, cases that occurred prior to September 1, 1996 cannot be filed (previous statutes limited indictment to 5 years post-offense).

In 2004, the City opened a state-of-the-art forensic facility and in 2005, received ASCLD/LAB Legacy Accreditation in the areas of biology, toxicology, controlled substances, firearms, latent print, and crime scene. The APD Crime Lab is accredited by ASCLD/LAB Legacy and is on schedule to transition to International. The laboratory has maintained the appropriate schedule for internal and external FBI QAS audits and resides in good standing with the FBI for use of CODIS. To date, the APD Crime Lab has completed forensic analysis on

2,030 sexual assault cases (1995 – 2013) and has entered all eligible DNA profiles into CODIS. All CODIS hits that have resulted from testing have been or are currently under investigation by APD and prosecutors in cooperation with local victim service providers through the SARRT (process described in Section C below).

The 2011 Texas legislative session resulted in the passing of Senate Bill 1636. The bill requires that all sexual assault kits collected after the effective date of September 1, 2011 be submitted for testing within 30 days and that all eligible DNA profiles are entered into the Combined DNA Index System (CODIS). Depending on the availability of state funds, jurisdictions with backlog could inventory and request that the Texas Department of Public Safety (DPS) Lab test sexual assault kits dating back to 1996. As a result of this bill and its provisions, the Austin Police Department backlog of kits has been reduced by 227. The department is scheduled to send 180 additional kits. These 407 kits were not included in APD's recent SAK inventory.

B. Background

The Austin Police Department currently holds a backlog of 3,070 untested sexual assault kits dating back to 1990. The kits are located in the department's refrigerated evidence storage facility and are included in the APD Crime Lab's recent inventory. With this application, the City proposes using a forklift approach to send all 3,070 kits to private laboratories for testing.

Year of Offense	Number of Backlogged Kits (not submitted for testing)	Number of Backlogged Kits (submitted but stored, untested)
1990 – 1996	203	0
1997 – 2011	2,596	0
2012 – 2013	0	271
Total	2,799	271

Annually, the Austin Police Department collects approximately 385 new sexual assault kits and has the in-house capacity to test about 300. It currently takes an average 8 to 12 months, from date of submission to the delivery of test results, to process a kit. The department's policies and procedures are in line with the 2011 state law in that all sexual assault kits must be submitted for testing within 30 days of collection. When a sexual assault case is reported to the department, an APD investigator and internal victim services counselor are immediately assigned and dispatched to assist the victim through the process. The detective who authorizes the sexual assault examination retrieves the completed rape kit and any clothing or other evidence gathered at the hospital and signs the property tag maintaining the chain of custody. The evidence is submitted to the APD evidence facility, the kit is refrigerated and the request for APD Crime Lab SAK analysis is completed.

C. Proposed Approach

For decades, the City of Austin Police Department and local stakeholders have worked collaboratively to prevent sexual assault and are committed to the strong enforcement of laws and the prosecution of sexually-based offenses perpetrated against children and adults. In 2003, members of the Austin/Travis County Sexual Assault Response and Resource Team (SARRT) joined together in a cooperative working agreement formalizing a collaboration that began in 1992 (renewed in 2009). The SARRT is a well-established multi-disciplinary team comprised of local agencies and stakeholders involved in responding to adolescent and adult sexual assault victims. Partners include law enforcement, prosecutors, Sexual Assault Forensic Examiners (SAFE), hospitals, and SafePlace, the local rape crisis center. The mission of the SARRT is to "enhance the local response to sexual abuse and assault by ongoing coordination among the agencies charged with responding to these crimes."

If funded, this program will further the SARRT mission by bringing closure to multiple cases and linking evidence within others. The SARRT collaborative meets on a monthly basis and discussing CODIS hits and subsequent coordination is a natural fit for their agenda. The APD Crime Lab's DNA Section supervisor will attend the SARRT meetings to provide updates on the cases outsourced and to answer stakeholder questions. The DNA Section supervisor and one of the SARRT team members will attend the DANY meeting in Washington, D.C.

As described above, the Austin Police Department conducted a recent inventory and with funding from the DANY program, proposes using a forklift approach to outsource all backlogged 3,070 sexual assault kits for DNA testing, and in some cases for technical review. The City will competitively bid for the DNA testing contracts (two private labs) and the technical review contract (private contractor). The City has not previously outsourced to a private lab – the Texas Department of Public Safety provided public lab services prior to the accreditation of the APD Crime Lab. The City's procurement process will likely take a minimum 2 months, after which the DNA Supervisor, Jeff Sailus, will begin packing and shipping the backlogged kits to the two private labs in batches of 300 kits, starting with the most recent.

Once testing is complete, all kits, regardless of result, will be packed and returned to the APD evidence facility. The APD Crime Lab will receive reports for each kit tested. Reports that show negative results will be filed and shared with investigators and prosecutors, and they will be recorded in APD crime reporting system (Versadex). Reports that document positive findings will require technical review. The outside technical review contractor (multiple reviewers employed) will examine the data from the private DNA testing labs and provide the APD Crime Lab with the appropriate information to upload to CODIS. The DNA supervisor will create a file for each of the 3,070 cases in the Laboratory Information Management System (LIMS) and

upload all positive and negative casework documentation. The APD Crime Lab follows FBI CODIS guidelines maintained on the protected CODIS server as well as internal DNA standard operating procedures.

Once the technical review process is complete and APD enters eligible profiles into CODIS, Mr. Sailus will begin updating the SARRT on the progress of DANY program efforts. When a CODIS hit is reported to APD Crime Lab, Mr. Sailus will immediately notify the appropriate investigative unit within APD. All sexually related crimes against victims older than 16 are investigated by the Sex Crimes Unit, while crimes against victims 16 and younger are investigated by the Child Abuse Unit. The primary violent crime investigative unit will pull the casework file and ask the Travis County Assistant District Attorney (co-located with the unit) to do the same. Both agencies will review their archived information and determine if the same staff previously assigned to the case is available or if new staff members will need to be assigned. The APD detective assigned to work the case will connect with the APD Victim Services Manager and request the support of the counselor who previously worked with the victim or will ask that a new counselor be assigned to assist. When the lab receives the CODIS profile identifying the name of the suspect, the APD detective and the Travis County ADA will meet to discuss the best approach for the particular case, including cold case investigation methods. They will coordinate with APD Victim Services, SafePlace, the SARRT, and other appropriate stakeholders to notify the victim of the new information and move forward with the case. The following procedures are followed by the collaboration on all SAK cases with CODIS hits:

- The Detective, co-located Assistant District Attorney and supervisors will complete a thorough review of the case and determine what evidence and facts can be linked to the CODIS hit.
 - If required, a task force will be formed. This is determined on a case by case basis by the supervisor. The task force will consist of members from the investigative unit, Criminal Apprehension Team (Intelligence), District Attorney's Office, other in-house investigative units, possible multiple law enforcement jurisdictions officers, probation and parole officers, and any other individuals or entities that can assist with or has knowledge of the case.
- Victim Services will be briefed and assist with contacting the victim and setting up follow up interviews.
- Once the identity of the suspect (or DNA profile) is established, a complete history will be completed including establishment of prior criminal cases and links to those cases.
- A follow up interview with the victim and any witnesses will take place to determine if there is any legal justification for the CODIS link between the profile and the victim.
- An interview with the suspect will take place sometime during the follow up, the time will depend on the circumstances.
- Compete and execute a search warrant for the suspect's DNA to confirm the link to the offense.
- Once the DNA sample is collected it will be submitted to the forensic lab.
- File any applicable charges.
- Keep the victim informed throughout the follow-up.

Throughout the process, all victims will have access to restorative services provided by APD victim counselors and SafePlace, the primary social services provider for SARRT. The counselors and SARRT partners will assist victims in navigating the maze of safety planning; the criminal justice system; the social service system, which covers mental health services and practical resources such as housing, transportation, employment; and, the complex and varied financial assistance available to victims. They will assist victims with making choices from a variety of options and then provide support sufficient to ensure that the victim is connected with the correct resources that fit his/her needs and preferences.

The primary challenge to the success of this project is investigative staffing. Based on our current outcomes, the City anticipates each new SAK case with CODIS hit needing an average 15 hours of investigative time. APD may use a small portion of overtime funding for SAK related investigations but the majority of hours will come from city-funded detectives currently assigned to Violent Crimes who have experience working sexual assault cases – be it in Sex Crime, Child Abuse, Family Violence or Cold Case – and are currently assigned to one of those or can be put on special assignment.

The Travis County Sheriff's Office, our other primary law enforcement agency, holds a backlog of 148 untested kits and is submitting an application for DANY funds as well.

D. Sustainability

The City of Austin Police Department has extensive experience in developing and sustaining large scale, multi-agency programs such as this and fully engaging established teams to effect long-term change. The DNA Supervisor's involvement in the SARRT, particularly the shared tracking mechanism, will allow City management the ability to see the big picture challenges faced by SAK casework at any given time and assist with resource and personnel

needs. In 2013, the APD Crime Lab recognized the need for additional capacity to reduce the SAK backlog and prevent active cases from reaching backlog status. In October 2014, the City approved an increase in APD's general fund budget to include two new DNA analysts. The two analysts are currently training and will begin working cases in the next few months. The additional personnel will be able to absorb the anticipated annual SAK casework and potentially have time for a greater number of kits.

E. Timeline

Please see attached timeline.

F. Performance Measures

The success of the City of Austin Sexual Assault Kit Backlog Elimination Program will be assessed by collecting and confirming local data as well as data required for DANY quarterly reporting. The City will continue to track and record project data for a minimum two years post-award end date. All program activities will be tracked using a shared spreadsheet. The APD Crime Lab DNA Supervisor, Jeff Sailus, will maintain the original SAK inventory spreadsheet and track all cases as they are shipped to the private labs and return to the APD evidence storage facility. Reports from the private labs that show negative results will be filed and shared with investigators and prosecutors, and they will be recorded in the APD crime reporting system (Versadex). Mr. Sailus will create a file for each of the 3,070 cases in the Laboratory Information Management System (LIMS) and upload all positive and negative casework documentation. He will cross-check the shared spreadsheet with LIMS information regularly and keep it updated to reflect the number of kits tested; the date the test results are received by the department; the number of SAK remaining untested and those planned for testing; the number of DNA profiles entered into CODIS; and, the number of CODIS hits. The APD Violent Crimes lieutenant (SARRT member) will coordinate with APD internal units, the co-located Assistant District Attorneys and other SARRT partners to

update the SAK spreadsheet monthly to include arrest, charge, disposition, victim notification and characteristic, defendant characteristic and victim-defendant relationship information for all cases in which outsourcing the SAKs resulted in CODIS eligible profiles. The shared spreadsheet will be reviewed at the monthly SARRT meetings.

City of Austin Sexual Assault Kit Backlog Elimination Program – Timeline

Activity or Deliverable	Responsible Party	Anticipated Completion
SAK Inventory	Jeff Sailus, APD Crime Lab DNA Supervisor	Completed prior to proposal submission
Contract with two private laboratories, SAK testing	APD Purchasing	End of Month 2
Technical review contract	APD Purchasing	End of Month 3
Ship sexual assault kits to the two private laboratories (batches of 300+ to each lab 5 times between Month 3 and Month 22)	Jeff Sailus, APD Crime Lab DNA Supervisor	Month 22
Enter all SAKs in LIMS prior to shipment	Jeff Sailus, APD Crime Lab DNA Supervisor	Month 22
Update LIMS and Versadex with CODIS hit information	Jeff Sailus, APD Crime Lab DNA Supervisor	End of Month 48 (two years after the grant end date)
Data Collection/Update the project's shared spreadsheet	Jeff Sailus, APD Crime Lab DNA Supervisor and the Violent Crimes Lieutenant	
Quarterly Reporting	Jeff Sailus, APD Crime Lab DNA Supervisor, the Violent Crimes Lieutenant, and Kyran Fitzgerald, APD Grants Manager	
Investigation, Prosecution, and Victim Assistant Activities	Violent Crimes Lieutenant and SARRT collaboration	

New York County District Attorney's Office - SAK Building Foundation Bridge Detail Worksheet

Agency	Fiscal Contact		
Agency Name: City of Austin	Name: Elynn Fitzgerald	Phone: (512) 974-5833	

Personnel Overview					Personnel Overview					Year 1 & 2
Position Title	Description	Year 1		Total Cost	Position Title	Description	Year 2		Total Cost	Total Cost
		Overhead Rate (Percent)	Total Hours				Overhead Rate (Percent)	Total Hours		
				\$ -					\$ -	\$0
				\$ -					\$ -	\$0
				\$ -					\$ -	\$0
				\$ -					\$ -	\$0
				\$ -					\$ -	\$0
Total		00			Total		00			\$0

Contracts			Contracts			Year 1 & 2
Cost Name	Description	Total Cost	Cost Name	Description	Total Cost	Total Cost
1) Sexual assault kit testing	Contract with one or multiple private labs for testing 3,070 sexual assault kits @ \$600 each	\$1,842,000				\$0
2) Technical review	Contract with one or multiple vendors for the technical review of 1,000 cases @ \$150 per case	\$150,000				\$1,042,000
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total		\$1,992,000	Total		\$0	\$1,992,000

Other Costs			Other Costs			Year 1 & 2
Cost/Category Name	Description	Total Cost	Cost/Category Name	Description	Total Cost	Total Cost
1) Travel	Travel costs for multiple personnel to attend training (Washington, DC)	\$2,648				\$2,648
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total		\$2,648	Total		\$0	\$2,648

Total Project Costs	\$1,994,648			\$0			\$1,994,648	
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Two Agency Signatures Required:

<i>[Signature]</i> 10-5-15 (Program Representative Signature) (Date)	<i>[Signature]</i> 10/5/15 (Fiscal Representative Signature) (Date)
DNA SUPERVISOR (Title)	APP Grants Manager (Title)

DANY Use Only

Name:	Signature:	Approved <input type="checkbox"/>
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Rosemary Lehmberg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

May 21, 2015

New York District Attorney's Office
Sexual Assault Kit Backlog Elimination Program

RE: City of Austin Grant Application

On behalf of the Travis County District Attorney's Office, I am writing in support of the City of Austin application for funding from the New York District Attorney's Sexual Assault Kit Backlog Elimination Program.

My office fully supports efforts to eliminate the local backlog of sexual assault kits. Over the past 10 years, we have significantly improved the level of service we provide to victims by identifying, implementing and sharing best practices related to sexual assault investigations and prosecutions. As a member of the Austin/Travis County Sexual Assault Response and Resource Team (SARRT) – a team of professionals from within the community – we employ a collaborative, multi-disciplinary approach to addressing sexual assaults. The core team is comprised of law enforcement, advocates, prosecutors, and Sexual Assault Nurse Examiners (SANE). The comprehensive services provided by Austin/Travis County SARRT agencies effectively hold perpetrators accountable for their crimes and greatly assist with victim recovery. The team will extend the length of their monthly meetings to accommodate discussions related to sexual assault kit program CODIS hits and challenges.

The Travis County District Attorney's Office commits to prosecuting any CODIS hits that result from testing, including a simultaneous process for notifying law enforcement agencies and prosecutors. Our agency further agrees to a coordinated strategy to notify and engage victims following CODIS hits and to participation in data collection to track the outcomes of this sexual assault kit program for up to two years beyond the expiration of the grant.

Thank you for considering the City's application. Please feel free to contact my office if you need additional information.

Sincerely

John A. Neal
First Assistant District Attorney
JAN/jas



SafePlace

Ending Sexual & Domestic Violence

May 26, 2015

Cyrus R. Vance, Jr.
District Attorney New York County
1 Hogan Place
New York, NY 10013

RE: City of Austin's Grant Application for Sexual Assault Kit Backlog Elimination Program

Dear Mr. Vance,

On behalf of SafePlace, I am writing in support of the City of Austin's application for funding from the New York District Attorney's Sexual Assault Kit Backlog Elimination Program. For 41 years, SafePlace has provided many services in Austin to adults and their children victimized by rape, sexual abuse and domestic violence. Throughout our history, we have worked with the City and other stakeholders to ensure the highest-quality and most-effective services and responses to victims of these crimes.

We are aware of the grantor requirements for a multi-disciplinary approach to addressing the problems associated with a backlog of untested sexual assault kits. SafePlace is a longtime partner in the Austin Travis County Sexual Assault Response and Resource Team (SARRT). It includes law enforcement, prosecutors, medical personnel, victim advocates and other professionals. The comprehensive services provided by SafePlace and other SARRT agencies effectively hold perpetrators accountable for their crimes, and assist with victim recovery. The SARRT will extend the length of its monthly meetings to accommodate discussions related to sexual assault kit program CODIS hits and challenges.

As a partner in this effort, SafePlace will continue to collaborate with the SARRT agencies. Also, upon request, SafePlace facilities may be used as a safe, non-threatening environment for law enforcement personnel to conduct victim notifications in case of CODIS hits.

Thank you for considering the City of Austin's application, and please contact us if you have questions or need additional information.

Sincerely,

Julia E. Spann, MSW
Executive Director

a project of



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 05/26/2015 BY 60321

Attachment C1

DANY Sexual Assault Kit Backlog Elimination Grant Program

Quarterly Performance Metrics Report

Definitions

- *In a "Forensic Hit" or "Case to Case Match," the new profile matches DNA from another forensic sample.*
- *In an "Offender/Arrestee Hit" or "Match to a Known Offender," the new profile matches the DNA of an offender or arrestee profile already in CODIS (i.e. the match is to a sample in the offender index).*
- *In a "Confirmatory Hit," the profile matches with the previously named suspect.*
- *A "John Doe" warrant or indictment is intended to stop the statute of limitations for an unknown offender.*

Baseline Grantee Information:

1. Jurisdiction ID
2. Jurisdiction Name
3. Submitter Name
4. How many kits did you apply for funding to test under this grant program?
5. Have the kits that will be tested under this grant been fully inventoried? (Yes/No)
 - a. If no, how is your inventory process progressing?

For all the following questions, please report only activity that occurred during the most recent quarter.

Testing and CODIS Hits:

1. Number of kits submitted for testing
2. Number of kits that did not generate any or sufficient DNA for upload
3. Number of kits that produced a CODIS eligible profile
4. Number of DNA profiles entered into CODIS
5. Number of hits in CODIS
6. Number of "Forensic" or "Case to Case" matches
7. Number of "Offender/Arrestee Hits" or "Matches to Known Offenders"
8. Number of "Confirmatory Hits"
9. Number of CODIS hits that match to a profile associated with another sexual assault case

Victim Notification:

1. Number of victims your jurisdiction attempted to notify following a CODIS hit
2. Number of victims successfully notified following a CODIS hit

3. What is your policy for notifying victims following a CODIS hit? *(Please note any trends that you've observed in victim response and lessons learned from your experience. If some victims chose not to cooperate with law enforcement following notification, please describe any reasons they gave.)*

Investigation and Prosecutions:

1. How many cases were re-opened (or opened for the first time) as a result of a CODIS hit?
2. Number of cases beyond the statute of limitations
3. Number of arrests made
4. Number of felony prosecutions commenced
 - a. Number of prosecutions commenced with homicide as the top charge
 - b. Number of prosecutions commenced with felony sexual assault as the top charge
 - c. Number of prosecutions commenced with felony burglary as the top charge
 - d. Number of prosecutions commenced with felony robbery as the top charge
 - e. Number of prosecutions commenced with another felony as the top charge
5. Number of misdemeanor prosecutions commenced
6. Number of "John Doe" warrants or indictments obtained

Case Dispositions:

1. Number of cases that resulted in a felony conviction
2. Number of cases that resulted in a misdemeanor conviction
3. Number of cases that resulted in a sexual assault conviction
4. Number of cases that resulted in an acquittal (on all charges)
5. Number of cases that resulted in a dismissal (on all charges)
6. Number of cases in which the CODIS hit identified a different assailant than the one originally named or prosecuted
7. Number of exonerations

Programmatic Information:

1. How has your jurisdiction coordinated with the other agencies within your multi-disciplinary strategy this quarter? *(Please include the number of stakeholder meetings held and the agencies that participated. Include examples of successful coordination among agencies in your jurisdiction as a result of this project, as well as any challenges that you have faced.)*
2. Are all kits associated with a reported crime now submitted to the lab? Are all such kits tested as they come in? If not, what is the practice?
3. Would your jurisdiction potentially benefit by and utilize training and technical assistance in any of the following areas if it were available? Check all that apply.
 - a. CODIS functionality
 - b. The forklift approach
 - c. Best practices training for law enforcement

- d. Best practices training for hospital staff
- e. Best practices training for victim services staff
- f. Best practice training for prosecutors
- g. Interagency coordination
- h. Identifying additional funding sources
- i. Organizational consulting or assistance with process efficiency
- j. Other _____

Attachment C2

DANY Sexual Assault Kit Backlog Elimination Grant Program CODIS Hit and Case Information Spreadsheet – Required Information

The purpose of this document is to outline the data points that grantees will be required to provide for each CODIS hit resulting from a sexual assault kit tested through DANY's grant program. Please note that grantees will complete the information listed below in an Excel spreadsheet that DANY will provide.

1. Case # (CODIS ID)
2. Hit Type (Offender, Forensic, Confirmatory)
3. Top Charge Associated with Kit
4. Suspect Age at Crime
5. Victim Age at Crime
6. Total # of Associated Cases in CODIS
7. # of Associated Sexual Assault cases in CODIS
8. List each associated case in CODIS by top charge
9. List all states where defendant profile is associated with a crime in CODIS
10. List all states where convicted of a crime
11. Total # of Out of State Sexual Assault Convictions
12. List All Past Convictions
13. Why wasn't the kit previously tested? (Lack of resources, Case determined to be unfounded by law enforcement, Law enforcement cited non-credible victim, Law enforcement cited uncooperative victim, DNA testing was not available at time of crime, Evidence was not considered probative, Other)
14. If "Other" (ref 14), please describe
15. Describe investigative activities undertaken following DNA testing (i.e. police file sought, case re-opened, etc.)
16. Did the case associated with this kit result in prosecution following DNA testing? (Yes, No)
17. If yes, what was the Top Charge and Charge Category (F/M) at commencement?
18. What was the disposition of this case? (Guilty plea, Guilty at trial, Not guilty at trial, Court dismissal, Hung jury, Mistrial, Other)
19. If "Other" (ref 18), please describe.
20. Top Plea/Conviction Charge
21. Was the victim successfully notified? (Yes, No)
22. Did the victim cooperate with the investigation? (Yes, No)
23. Defendant sentence? (Jail, Prison, Community supervision, Split sentence, None, Other)
24. Was case outside of the Statute of Limitations? (Yes, No)

25. Did the hit result in an exoneration? (Yes, No)
26. Aside from prosecution, how was hit info used? (Parole/probation notification, Sex Offender Registry information, Civil commitment, Used as evidence in another case, Other)
27. If "Other" (ref 26), please describe.
28. Stranger Assault (Yes, No)
29. Acquaintance Assault (Yes, No)
30. Intimate Partner Violence (Yes, No)
31. Campus Assault (Yes, No)
32. Gang Assault (Yes, No)

DANY SAK BACKLOG ELIMINATION GRANT PROGRAM ATTACHMENT D QUARTERLY FISCAL COST REPORT		GRANTEE:				CONTRACT NUMBER
		BUDGET PERIOD:				
		FROM:		TO:		
		PERIOD COVERED BY THIS FCR				
		FROM:		TO:		
REPORTING QUARTER (PLEASE INDICATE 1,2,3 OR 4)						

SUMMARY SCHEDULE	APPROVED BUDGET	QUARTERLY EXPENDITURES	CUMULATIVE EXPENDITURES	BALANCE
CATEGORY OF EXPENSE	BUDGETED GRANT FUNDS	GRANT FUNDS	CUMULATIVE GRANT FUNDS	GRANT FUNDS
1. Personal Overtime				
a) Overtime				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
2. Contractual Services				
a) Contractual Services	\$ -	\$ -		\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
3. Other Costs				
a) Travel				\$ -
b) Other				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

CERTIFICATION	
I certify that this report and the schedules, statements, and expenses for which payment is requested are true, correct, and complete and were made in accordance with the appropriate Federal and State Rules and Regulations and that the articles or services listed were (or will be) necessary for and are to be used solely for the purposes specified in the contract for this project.	
EXECUTIVE DIRECTOR: _____	DATE: _____
FISCAL OFFICER: _____	DATE: _____

FOR INTERNAL USE ONLY:			
PROGRAM PAYMENT STATUS REIMBURSEMENT	QUARTERLY PAYMENT		REPORT DISPOSITION
	1ST		APPROVED
	2ND		
	3RD		
	4TH		
	TOTAL	\$ -	REJECTED
			SIGNATURE _____ DATE _____

AGENCY: 0

CONTRACT NUMBER: _____ 0

AGENCY: _____

CONTRACT NUMBER: 0

[illegible]

AGENCY: _____

CONTRACT NUMBER: 0

Attachment E

DANY Sexual Assault Kit Backlog Elimination Grant Program Grantee Fiscal and Performance Metrics Reporting Instructions

Within 30 days of the end of each quarter, Grantees are required to submit three (3) deliverables to DANY and one thing to DANY's Fiscal Administrator. The things to be submitted to DANY are: a) an invoice supported by a fiscal cost report, b) a Google Form survey with aggregate performance data, and c) a spreadsheet with case-specific information. Only item "a" above is to be submitted to DANY's Fiscal Administrator.

Required performance metrics may be subject to change over the course of the grant period. It is also required that a Grantee must submit a final report upon completion of the two-year grant period. Details and instructions for the final report will be made available during year two of the grant period.

1. Fiscal Cost Report

Accompanying each quarterly invoice, Grantee must complete and submit a fiscal cost report (Attachment D) that details spending on grant activities for the preceding calendar quarter. Fiscal cost reports and supporting documentation, under cover of an invoice for contractual and non-personnel expenditures, must be submitted as an email attachment to DANY (dnabacklog@dany.nyc.gov) and DANY's Fiscal Administrator to (Yong_Hwang@rfcunyc.org) or (Viktoriya_Syrov@rfcunyc.org), no later than 30 days after the end of the quarter.

Payment will be remitted by DANY's Fiscal Administrator to Grantee within 30 days of the invoice due date provided the reimbursement request has been received no later than the invoice due date and is complete and accurate. Incomplete or inaccurate information will delay payment. Grantee must provide to the Fiscal Administrator in advance of any reimbursement requests:

- a. Contact information at Grantee organization
- b. Federal Tax ID Number
- c. EFT for ACH payment (unless check is requested)

2. Google Form: Quarterly Performance Metrics Report

The quarterly survey report consists of data relating to the submission of untested sexual assault kits (SAKs) to a forensic lab, the upload of SAKs to CODIS, and the investigation and prosecution of resulting cases during the preceding calendar quarter. Each quarter, Grantee will receive a link to the Google Form containing the survey. Grantee must submit the survey through Google Forms no later than 30 days after the end of the quarter. A complete list of the metrics that will be captured in the quarterly performance metrics report is provided in Attachment C.1.

3. CODIS Hit and Case Information Spreadsheet

The CODIS hit and case information spreadsheet will contain data about individual CODIS hits and cases associated with SAKs tested through DANY grant funding. Each row on the spreadsheet should represent the CODIS hit resulting from a grant-funded SAK. Grantee should create a new entry in the spreadsheet for each hit, regardless of whether that hit results in the opening or re-opening of a case or investigation. The spreadsheet will include information covering a four-year period from the Effective Date of the Grant Agreement, and older entries will need to be continually updated with new information as investigations and prosecutions move forward. Within 30 days after the end of each quarter, jurisdictions should submit a copy of their spreadsheet with all hit and case information to date to DANY at: dnabacklog@dany.nyc.gov. A list of the information that will be captured in the CODIS Hit and Case Information Spreadsheet is included in Attachment C.2.



The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program

The New York County District Attorney's Office (DANY) is pleased to announce its Sexual Assault Kit Backlog Elimination Program of up to \$35 million.

Goal of the RFP: The goal of this Request for Proposals (RFP) is to promote strategies to permanently eliminate the national sexual assault kit (SAK) backlog. Funding awarded through this program may be used to pay for the cost of testing untested or backlogged SAKs only. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, creating data- or information-sharing systems, or onsite training. Applicants will be asked to submit information about the size and scope of their untested SAKs, current state and/or local SAK testing policies, and their willingness to follow SAK testing best practices (prescribed in this RFP).

Title: The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program (SAK Program or Program)

Eligibility: Applicants are limited to States (including territories), units of local government (including federally-recognized Indian tribal governments as determined by the Secretary of the Interior), law enforcement agencies, prosecutor's offices, and public forensic labs.

Deadline and How to Apply: All applications must be submitted through DANY's online grant administration portal <https://app.wizehive.com/apps/whnycda> by June 1, 2015 at 5:00 p.m. EST. Applications may not be submitted in any other way, and no late applications will be accepted.

Amount and Number of Awards: Each applicant may request up to \$2,000,000 for a two-year period. As resources allow, additional funding may be available through subsequent solicitations to support additional SAK testing efforts. However, DANY anticipates that applicants may require significantly lesser amounts of funding. All applicants with untested SAKs that meet the requirements of this solicitation are encouraged to apply.

Informational Webinar: DANY will host an informational online webinar on April 20, 2015 at 11:00 a.m. EST to provide further information about the SAK Program. Applicants may register for the webinar at <http://tinyurl.com/qgpbpye>. Applicants are strongly encouraged to participate in the information session. **The deadline for questions regarding the content of this RFP will be May 1, 2015.**

Bureau of Justice Assistance Sexual Assault Kit Initiative Grant Program

The U.S. Department of Justice's Bureau of Justice Assistance (BJA) recently released its Sexual Assault Kit Initiative solicitation. DANY and BJA have partnered to ensure coordination between each agency's respective grant program. However, please note that these efforts are different funding opportunities and interested applicants should apply to both.

Through our partnership, upon request and with applicant permission, BJA will provide to DANY, a list of the respondents that submitted applications under BJA's solicitation to coordinate the selection of grantees and prevent any duplication of services. DANY will maintain the confidentiality of the applicant jurisdictions and all information contained within the application.

As resources allow, BJA will provide appropriate training and technical assistance (TTA) resources to the jurisdictions in receipt of DANY SAK funding. The purpose of this technical assistance will be to provide expert support to DANY grantees as they determine the scope of their untested SAK inventory, create data- and information-sharing systems, and ensure grantees' adherence to evidence-based and best practices for the testing and use of SAK evidence. While every attempt to assist those agencies funded by DANY will be made, the extent of TTA assistance provided by BJA will be resource-dependent and subject to limitations.

Applicants to DANY's SAK Program must include travel expenses in their proposed budget to attend one two-day workshop in Washington, DC in FY 2016 through BJA's training and technical assistance program. The workshop will focus on the elements of a successful project and key issues around DNA and untested SAK evidence.

Partnerships with Private Forensic Labs

DANY has established agreements with two private forensic labs: Bode Cellmark Forensics and Sorenson Forensics. Jurisdictions are under no obligation to use these services and must follow any applicable procurement rules when contracting with any private lab if selected for funding under the SAK Program. Through these established agreements, grantees of the SAK Program will be eligible to receive a competitive rate for SAK testing of \$550-650 per kit for initial DNA testing. However, applicants may use an accredited lab of their choice, whether that lab is public or private. No preference will be given to applicants based on their choice of lab.

Contact Information

For any questions regarding this solicitation or technical difficulties with the online submission portal, contact dnabacklog@dany.nyc.gov.

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Overview

DNA technology has revolutionized the ability for law enforcement to solve crimes. As that technology has advanced and improved, there has been a sea change in how the country thinks about and treats sexual assault cases. There is now a collective recognition that, when tested, sexual assault kit evidence can identify unknown perpetrators, confirm the presence of known suspects, affirm a victim's account of an attack, connect evidence from an individual crime scene to serial rapists, and exonerate innocent suspects.¹ It is estimated that hundreds of thousands of untested SAKs exist nationwide; however, there is no comprehensive data on the scope of the SAK backlog since few state or local governments track and report such information.²

DNA from any one jurisdiction's SAKs may help solve crimes across the country. According to the New York State Division of Criminal Justice Services, 3,121 DNA hits have been generated in New York from the national DNA databank.³ In cases where a suspect has not yet been identified, biological evidence from the crime scene can be analyzed and compared to offender profiles in DNA databases to help identify the perpetrator. Crime scene evidence can also be linked to other crime scenes through the use of DNA databases to identify serial offenders. Arrests for lower-level crimes in one state might help solve a cold case in another state.

New York City was the first major jurisdiction to make a comprehensive effort to eliminate its SAK backlog.⁴ Between 2000 and 2003, New York City sent out approximately 17,000 SAKs for testing, creating a model for other large cities to tackle their own SAK backlogs. Instead of attempting to select specific case types for forensic testing, New York adopted the "forklift method," testing all SAKs in the backlog regardless of the status or facts of the case. The testing of those SAKs resulted in over 2,000 DNA matches and 200 cold case prosecutions citywide, 49 from Manhattan alone.⁵ Combined, these offenders are now serving more than 900 years in prison.

Other jurisdictions have made systematic efforts to address their SAK backlogs with similar success. In 2009, for example, the Wayne County (Detroit, MI) Prosecutor's Office discovered more than 11,000 untested SAKs during a tour of an abandoned law enforcement agency's warehouse in Detroit. Wayne County Prosecutor Kym Worthy sought and received funding to test a random sample of 400 of those SAKs, which generated such a significant number of leads that the county was subsequently awarded funds by the U.S. Department of Justice's National Institute of Justice to test an additional 1,600 SAKs. From the initial 2,000-kit sample, there were 670 DNA matches in the national DNA database, including hits linking crimes committed in 26 other states. To date, the Wayne County Prosecutor's Office has identified 188 potential serial rapists, and obtained 15 convictions.⁶

Another recent SAK backlog effort took place in Houston, Texas where federal grant money and supplemental city funding was used to test 6,663 untested SAKs. Testing from this effort resulted in 850 matches in the federal DNA database and the prosecution of 29 offenders.⁷

¹ DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.

² Investments to Reduce the National Rape Kit Backlog and Combat Violence Against Women. (2015, March 16). Retrieved March 20, 2015, from <https://www.whitehouse.gov/the-press-office/2015/03/16/fact-sheet-investments-reduce-national-rape-kit-backlog-and-combat-violence>

³ The NYS DNA Databank and CODIS. Retrieved March 20, 2015, from <http://www.criminaljustice.ny.gov/forensic/dnabrochure.htm>

⁴ Bashford, M., & Knecht, I.. (2013, February 13). New York City's Sexual Assault Kit Backlog Project: Lessons Learned [Webinar].

⁵ Ibid.

⁶ DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.

⁷ Houston. (n.d.). Retrieved March 20, 2015, from <http://www.endthebacklog.org/ending-backlog-government-responses-local/houston>

Key Definitions

The following definitions shall be used in this RFP:

- *Untested or backlogged sexual assault kits:* "Backlog" and "untested" refer to any SAK connected to a reported sexual assault that has not been tested within 365 days of being booked into law enforcement evidence—regardless of the reason why the SAK was not tested. For example, a SAK that was not tested because the statute of limitations has expired, in cases where identity of the perpetrator is not an issue, or where the offender was convicted without DNA evidence would still be considered backlogged or untested. A tested kit is defined as one that has undergone complete DNA testing by an accredited forensic lab. Only SAKs where the victim did not consent to testing or where evidence exists that no crime was committed (e.g., the victim recants or there is video footage substantiating that no crime was committed) may be excluded from testing.
- *Multi-disciplinary strategy:* A multi-disciplinary strategy incorporates all critical stakeholders, including law enforcement, prosecutors, system and community-based victim advocates, forensic medical personnel and laboratories, and formalizes the process for coordinating local SAK testing efforts. In some jurisdictions, a working group or task force may be established.
- *Forklift approach:* A method that embraces the testing of all untested SAKs irrespective of the type of kit. SAKs should not be excluded from the sample of kits to be tested for reasons including, but not limited to: expired statute of limitations, perceived weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior partial forensic testing. Previous backlog elimination efforts have been very effective by employing the forklift approach (see Overview section of this solicitation).
- *Random sample:* A random sample refers to the process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if a jurisdiction receives funding to test one-fourth of its total backlog, the random sample should include every fourth SAK; if a jurisdiction receives funding to test one-fifth of its total backlog, the sample should include every fifth SAK, and so on.⁸ To that end, applicants are not permitted to intentionally select a specific case type for testing (e.g., stranger cases, cases where the victim is perceived as credible). The only exception to this approach involves the testing of cases where the statute of limitations will expire within two years; in these instances, those cases may be prioritized. Note: random sampling does not apply to jurisdictions that are applying to test their full backlog. In this case, all SAKs will be transferred for testing.
- *System-based vs. community-based victim services agencies:* A system-based victim advocate works within a law enforcement agency, such as a police department or prosecutor's office, links victims to services and acts as a liaison to victims throughout the process of investigating and prosecuting a crime. A community-based victim advocate is usually employed by an independent non-profit agency, and provides ongoing

⁸ This model was used in Detroit's SAK testing efforts. (See DuFour Morrow, Mary. Wayne County Prosecutor's Office. Detroit Rape Kit Initiative. Detroit, Michigan. Print).

comprehensive support and counseling to victims to address trauma and other needs resulting from a sexual assault, whether or not the victim reports the crime to law enforcement.

- *Combined DNA Index System (CODIS):* The Federal Bureau of Investigation's national DNA database for uploading DNA profiles contributed by participating federal, state, and local forensic laboratories.
- *Index Crime Statistics: The Federal Bureau of Investigation's Uniform Crime Report* is comprised of seven index crimes: murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny (theft), and motor vehicle theft.
- *Lead Applicant:* The organization or agency submitting this application is the Lead Applicant. If selected as a grantee, the Lead Applicant holds responsibility for coordinating the multi-disciplinary strategy, reporting to DANY on a quarterly basis, and liaising with the BJA training and technical assistance provider (if applicable).
- *Multi-jurisdictional entity:* An applicant to this grant program, such as a state lab or state Bureau of Investigation that is the Lead Applicant to this solicitation on behalf of multiple smaller jurisdictions, such as counties or cities.

Program-Specific Information

The goal of the SAK Program is to provide localities with funding to support efforts to permanently eliminate their SAK backlog, with the ultimate goal of eradicating the national SAK backlog. **Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested or backlogged SAKs. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, developing data- or information-sharing systems, or onsite training.**

DANY recognizes that many applicants may not currently have a complete inventory of untested SAKs. All qualified jurisdictions are encouraged to apply for funding, even if the total scope of the backlog or other pieces of information requested within this solicitation remain unknown. Successful grantees will be required to track and report on the scope and size of their untested SAKs throughout the grant process.

DANY has identified several best practices critical to a successful SAK testing effort, to which adherence will be required as a part of the SAK Program. These best practices include:

- A multi-disciplinary strategy that coordinates law enforcement agencies, prosecutor's offices, system- and community-based victim advocates, forensic medical personnel and public laboratories. Jurisdictions such as Detroit and Houston have established processes to engage key stakeholders in their SAK backlog elimination efforts.⁹ In these jurisdictions, this coordinated strategy took the form of a multi-disciplinary team or task force.
- The adoption of the "forklift approach." The forklift approach is a method that embraces the testing of all untested SAKs irrespective of the type of kit. The forklift approach has

⁹ Harvard Kennedy School Webinar: Taking on the Challenge of Unsubmitted Sexual Assault Kits, October 31, 2014.

proven effective in New York City, Detroit and Houston. Only in cases where the victim did not consent to testing or where evidence exists that no crime was committed may the SAK be excluded from testing.

- A commitment to entering all eligible DNA profiles into the Combined DNA Index System ("CODIS") within a reasonable timeframe.
- A commitment to prosecuting and investigating any CODIS hits that result from testing, including a simultaneous process for notifying law enforcement agencies and prosecutors.
- A coordinated strategy to notify and engage victims following a CODIS hit.
- Participation in data collection in order to track the outcomes of the SAK Program.

What an Application Should Include:

This section describes what should be included in an application. Failure to submit an application that contains all of the specified elements may negatively affect the review of the application.

1. Program Narrative

The program narrative is a clear, concise narrative in paragraph format that addresses the questions and guidelines outlined below. DANY recognizes that some applicants may not be able to answer all of the questions. Applicants are encouraged to use these questions as a guide for their response.

The program narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins, and should not exceed 15 pages. Pages should be paginated.

A. Proposer Information

- i. Describe the function of your agency or organization.
- ii. Provide information about the jurisdiction. Report the population size and index crime statistics, including yearly sexual assaults reported for each year for the past five years.
- iii. Summarize the relevant statutes of limitations for prosecuting sexual assault crimes in your jurisdiction.
- iv. Describe any previous or ongoing efforts to test untested SAKs and investigate any resulting hits.

B. Background

- i. Provide information about your jurisdiction's current backlog. Responses should include the number of untested SAKs in your jurisdiction, the number of untested SAKs that you propose will be tested under this grant program, and an explanation of where these SAKs are located (e.g., law enforcement agency storage, public lab, hospital or clinic). If the exact numbers of SAKs is unknown, please provide estimates.
- ii. Describe approximately how long the SAKs have remained untested.
- iii. Does your jurisdiction have an official or unofficial policy or practice around SAK testing (e.g., test every case as it is submitted, test only stranger cases, test only upon law enforcement agencies' request)?
- iv. Approximately how many new SAKs are collected in your jurisdiction each year? Approximately how many of those are tested within one year? On average, how long does it take a sexual assault kit to be tested? Please describe the process.

C. Proposed Approach

- i. Describe how you will employ a multi-disciplinary strategy. How will you engage key stakeholders including law enforcement, prosecutors, system and community-based victim advocates, labs and the governing body to ensure accountability, information and data sharing and adherence to a victim-centered approach? If you are a multi-jurisdictional entity such as a state or a county, how will you work with the individual localities within your jurisdiction?
- ii. Describe your jurisdiction's plan to inventory, track and analyze your backlog. Please address the following issues:

- Has your jurisdiction inventoried its untested SAK inventory? If yes, describe the nature of the current SAK backlog inventory. If not, describe the strategy and timeline for conducting an inventory. For multi-jurisdictional applicants only, what steps will be taken to gather inventory information from all localities?
 - How will batches of SAKs be selected for testing? Will a random sampling methodology be employed?
 - Where will SAKs be sent for testing? Please specify if the lab is public or private. If private, has your jurisdiction previously outsourced the testing of SAKs to a private lab? If so, which lab(s) has your jurisdiction used and is there a contract currently in place?
 - How will SAKs be tracked throughout the process of inventorying, transporting, testing, and uploading profiles into CODIS? For example, does a case management system currently exist? If not, will one be established?
- iii. How will law enforcement and prosecutors investigate and prosecute the cases that result from CODIS hits on SAKs tested through the SAK Program? For example, some jurisdictions have formed cold case units that specialize in investigations and prosecutions involving DNA evidence. In addition, describe how law enforcement agencies and prosecutors will be notified in the event of a CODIS hit.
- iv. How will victims be notified in the event of a CODIS hit? What services will be available to victims and how will they be administered?
- v. Describe any potential barriers to success in your jurisdiction and how they will be addressed.

D. Sustainability

What steps will be taken to ensure that a new backlog does not form after the completion of this project?

E. Timeline

Attach a brief, estimated timeline for this project outlining key deliverables of this grant program. Important milestones may include the inventory of SAKs, procurement of lab(s), transfer of first batch of SAKs to lab and each subsequent batch. The length of this project must not exceed two years; however, DANY requires grantees to provide follow-up data in the two years following the grant period.

F. Performance Measures

As part of grantees' performance measurement, all grantees will be required to provide information to DANY on a quarterly basis during the grant period and follow-up data in the two years following the grant period. The Lead Applicant will be responsible for submitting this information to DANY; however, gathering this information may require cross-agency collaboration. Grantees will be expected to report on metrics in the following areas: (i) SAK and CODIS information, (ii) arrests and dispositions based on CODIS hits, (iii) victim notification in the event of a CODIS hit, (iv) victim characteristics, and (v) victim/defendant relationship, in addition to qualitative process measures regarding the overall progress of the project during the reporting period.

See Appendix A for a sample list of performance measures required under the SAK Program. Please note that this list is intended as a sample of potential performance measures DANY will require under the SAK Program and subject to change.

- i. Describe your jurisdiction's capacity to track and report on the proposed performance measures for this Program.
- ii. If the Lead Applicant does not hold the data requested of grantees, explain how cross-agency reporting will be coordinated.

2. Budget Detail Worksheet and Narrative

Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested SAKs. This includes postage to ship SAKs to a forensic lab, initial DNA testing in a public or private forensic lab, technical review and CODIS profile uploads by a certified lab. Funding may not be used for related costs such as investigating and prosecuting cases, creating data- and information-sharing systems, onsite training, etc. Additionally, funds may not be used to supplant existing resources. If your jurisdiction proposes to use funds from this grant to test untested SAKs through its public lab, funds may not be used to supplant existing personnel. Applicants may only use the funds to pay for overtime or contract personnel services over and above the lab's current capacity.

- Budget Detail Worksheet and Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. DANY expects proposed budgets to be complete, cost effective, and allowable within the parameters of this grant program.

Each application must provide an estimate or confirmed number of SAKs requiring forensic DNA testing and the approximate costs for the testing process, to include actual testing costs, and costs associated with review of outsourced lab data (if applicable) and CODIS upload. Additionally, each application should include estimated costs associated with travel for a small delegation to attend a 2-day workshop hosted by BJA in Washington, DC in FY 2016.

Selection Criteria

- **Program Narrative (90%, divided)**
 - Proposer Information: 10%
 - Background: 10%
 - Proposed Approach: 45%
 - Sustainability: 10%
 - Timeline: 5%
 - Performance Measurement: 10%
- **Budget Detail Worksheet and Narrative (10%)**

Attachments

Applicants should use appropriately descriptive file names, including the name of the section and the Lead Applicant (e.g., "Program Narrative_NY County DA," "Budget Detail Worksheet and Narrative_NY County DA," "Timeline_NY County DA,") for all attachments.

- Applicants must submit individualized, signed letters of commitment from the agency or agencies that possess untested SAKs, the crime laboratory that provides DNA services to the law enforcement agency, the prosecutor's office, and a community-based victim services organization stating their commitment to the project as presented in the application. Where applicable, letters of commitment must include an explicit commitment from each agency to share relevant data with the Lead Applicant for reporting purposes under the SAK Program.
- Timeline
- Budget worksheet and narrative

Appendix A: Sample Quarterly Performance Measures

Sexual Assault Kit and CODIS Information	
1.	# of kits inventoried
2.	# of kits tested (overall)
3.	# of kits tested in the past 3 months
4.	# of kits still untested (current backlog)
5.	# of untested kits planned for testing in next 3 months
6.	# of DNA profiles entered into CODIS
7.	# of hits in CODIS
Arrests and Dispositions (Based on cases where SAKs resulted in CODIS eligible profiles only) For each "case" with multiple defendants please count each defendant separately. Also, for defendants with multiple cases, count each case separately. All of the following pertain only to the results of SAKs tested through the DANY SAK Program.	
8.	# of misdemeanor arrests
9.	# of felony arrests
10.	# of misdemeanor cases (based on top screening charge) accepted for prosecution
11.	# of felony cases (based on top screening charge) accepted for prosecution
12.	# of cases (all categories) declined at initial screening
13.	# of cases in which defendant(s) have been indicted (or equivalent)
14.	# of cases dismissed
15.	# of cases resulted in guilty plea convictions
16.	# of cases resulted in trial convictions
17.	# of cases resulted in acquittals
18.	# of exonerations
Charge Description (Based on cases where SAKs resulted in CODIS eligible profiles only) Revise the following categories based on your penal code before including numbers, and include all relevant charge categories.	
19.	# of cases with top screening charge "Rape in the third degree"
20.	# of cases with top screening charge "Rape in the second degree"
21.	# of cases with top screening charge "Rape in the first degree"
22.	# of cases with top screening charge "Criminal sexual act in the third degree"
23.	# of cases with top screening charge "Criminal sexual act in the second degree"
24.	# of cases with top screening charge "Criminal sexual act in the first degree"
25.	# of cases with top screening charge "Aggravated sexual abuse in the third degree"
26.	# of cases with top screening charge "Aggravated sexual abuse in the second degree"
27.	# of cases with top screening charge "Aggravated sexual abuse in the first degree"
Victim Notification (Based on cases where SAKs resulted in CODIS eligible profiles only)	
28.	# of attempted notifications to victims about a hit
29.	# of successful notifications to victims about a hit
30.	# of victims cooperating with investigation/prosecution
Victim Characteristics (Based on cases where SAKs resulted in CODIS eligible profiles only)	
31.	# of female victims
32.	# of male victims
Defendant Characteristics (Based on cases where SAKs resulted in CODIS eligible profiles only)	
33.	# of female defendants
34.	# of male defendants
35.	# of non-Hispanic Black defendants
36.	# of Hispanic defendants (including Hispanic Black and Hispanic White)
37.	# of Asian defendants
38.	# of non-Hispanic White defendants
39.	# of defendants under 18 years of age at the time of arrest
40.	# of defendants with any previous conviction history
41.	# of defendants with previous sexual offense conviction history
42.	# of defendants with previous domestic violence conviction history
Victim-Defendant Relationship (Based on cases where SAKs resulted in CODIS eligible profiles only)	
43.	# of intimate-partner cases
44.	# of acquaintance cases
45.	# of stranger cases

**Appendix B:
Terms and Conditions**

1. The New York County District Attorney's Office's (DANY) decisions on all applications are final. DANY has complete discretion with respect to all decisions on all applications.
2. No applicant has a cause of action arising out of DANY's decision as to its application.
3. DANY reserves the right to postpone or cancel this RFP, in whole or in part, for any reason and at any time, and reserves the right to reject all applications it receives.
4. Applicants shall not be reimbursed for any costs incurred in connection with their applications.
5. Any applicant may withdraw its application only by submitting a written notice of withdrawal to DANY prior to DANY's communication to the applicant of DANY's decision with respect to the application.
6. New York law shall govern any disputes arising out of this RFP, and New York State Supreme Court located in New York County shall have exclusive jurisdiction over any such disputes.

STATE	JURISDICTION	RECIPIENT	KITS	AWARD	ALSO FUNDED BY BJA
AR	State of Arkansas	Arkansas State Crime Lab	1,513	\$97,121	
AZ	Maricopa County	Maricopa County Attorney's Office	2,300	\$1,929,145	
AZ	Tempe	Tempe Police Department	500	\$363,699	
AZ	Tucson	Tucson Police Department Crime Lab, DNA Unit	1,200	\$1,038,000	
CA	Alameda County	Alameda County District Attorney's Office	1,075	\$835,830	
CA	Contra Costa County	Contra Costa County District Attorney's Office	2,400	\$1,841,535	
CA	Riverside	Riverside Police Department	650	\$433,800	
CA	State of California	State of CA DOJ, Bureau of Forensic Services DNA Laboratory	2,000	\$1,606,239	
FL	State of Florida	Florida Department of Law Enforcement	2,076	\$1,268,540	✓
FL	Miami-Dade County	Miami-Dade Police Department Forensic Services Bureau	2,900	\$1,968,246	
FL	Tallahassee	Tallahassee Police Department	225	\$163,939	
GA	State of GA	Georgia Criminal Justice Coordinating Council	3,108	\$1,999,982	
KY	State of Kentucky	Kentucky State Police Forensic Laboratories	3,300	\$1,988,507	
MI	State of Michigan	Michigan State Police	3,630	\$1,996,991	✓
MI	Flint	The City of Flint Police Department	246	\$163,590	✓
MO	Kansas City	Kansas City Missouri Board of Police Commissioners	490	\$337,197	
NC	Charlotte	Charlotte-Mecklenburg Police Department	885	\$557,974	
ND	State of North Dakota	North Dakota Office of Attorney General, Crime Lab Division	500	\$341,667	
NV	Clark County	Las Vegas Metropolitan Police Department	2,970	\$1,995,874	✓
OH	State of Ohio	Ohio Attorney General Bureau of Criminal Investigation	2,630	\$1,998,300	
OR	Multnomah County	Multnomah County District Attorney's Office	2,866	\$1,995,453	✓
PA	Allegheny County	Allegheny County Office of the Medical Examiner	400	\$254,437	
PA	Philadelphia	City of Philadelphia Police Department	600	\$419,788	
TN	State of Tennessee	Tennessee Bureau of Investigation	1,400	\$976,420	
TN	Memphis	City of Memphis Division of Police Services	3,300	\$1,995,000	✓
TX	Austin	City of Austin Police Department	3,070	\$1,994,648	
TX	Jefferson County	Jefferson County Regional Crime Laboratory	1,300	\$789,223	
TX	Travis County	Travis County Sheriff's Office	148	\$97,305	
UT	State of Utah	Utah Department of Public Safety, Bureau of Forensic Services	1,859	\$1,271,870	✓
VA	State of Virginia	Office of the Attorney General of Virginia	2,034	\$1,399,989	
WI	State of Wisconsin	Wisconsin Department of Justice	2,500	\$1,999,967	✓
WV	State of W. Virginia	West Virginia State Police Forensic Laboratory	2,400	\$1,763,281	✓
TOTAL			56,475	\$37,883,557	