

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: POLICE

AGENDA DATE: AUGUST 28, 2012

CONTACT PERSON/PHONE: ASSISTANT CHIEF BOB FEIDNER, 564-7166
BRUCE D. COLLINS, PURCHASING MANAGER, 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That Solicitation 2012-189R for Crime Lab Services be awarded to Integrated Forensic Laboratories (IFL) to allow for license to use a city facility to manage and maintain an on-site forensic crime laboratory at the City's police department headquarters, 911 N. Raynor, El Paso, TX 79903, and to provide certain forensic analysis services therein. This award will include the execution of a license and service agreement under which IFL shall be paid an amount not to exceed \$2,492,496.76 for the five-year term of the agreement (September 4, 2012 through September 3, 2017).

BACKGROUND / DISCUSSION:

The Police Department currently operates its own accredited forensic crime laboratory for the analysis of marijuana, controlled substances and dangerous drugs. The City finds that it is in the best interest and safety of the citizens of El Paso for the stated services to be provided by IFL. It has been determined that this outsourcing option reflects a reasonable cost for services, is cost effective, and is more efficient for the City.

The competitive bidding requirements of the Texas Local Government Code Section 252.021 do not apply to this expenditure. Section 252.022(a) (2) of the Texas Local Government Code provides that procurement necessary to preserve or protect the public health or safety of the municipality's residents is exempt from the competitive purchasing/contracting process. This agreement with IFL is such procurement. Despite the fact that this expenditure for crime lab services falls under an exception to the competitive bidding requirements, the City of El Paso made the decision to issue a Request for Qualifications, Solicitation 2012-189R, for the crime laboratory services being sought. IFL was the sole responsive bidder to the solicitation.

SELECTION SUMMARY:

Solicitation was advertised on 6/15/2012 and 6/12/2012. The postcards were mailed out on 6/5/2012. The solicitation was posted on City website on 6/5/2012. The email (Purmail) notification was sent out on 6/5/2012. Total of two bidders were solicited. No local vendors were solicited. One bid was received.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

This is a five-year contract not to exceed \$2,492,496.76. The funding account is 21010069 – 502215 – 01101.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

Name

Signature

Date

**COUNCIL PROJECT FORM
(RESOLUTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the REGULAR agenda for the Council Meeting of AUGUST 28, 2012.

Discussion and action on a Resolution that the City Manager be authorized to sign a License to Use City Facility and Service Agreement by and between the City of El Paso and Integrated Forensic Laboratories, Inc. (IFL) to manage and maintain an on-site forensic crime laboratory at the City's police department headquarters and to provide certain forensic analysis services therein. This is a license and service agreement under which IFL shall be paid an amount not to exceed \$2,492,496.76 for the five-year term of the agreement (September 4, 2012 through September 3, 2017).

Department: Police
Districts(s): ALL

*******ADDITIONAL INFO BELOW*******

A survey was conducted to determine the reasons for lack of responses. The results are as follows:

- Vendor indicated bid was submitted. The City never received bid and did not receive a tracking notification.

COMMITTEE SCORE SHEET

RFP NO.: 2012-189R
 RFP TITLE: CRIME LAB SERVICES
 Police Department

	Points	Integrated Forensic Laboratories Eules, Texas		
Corporate Experience and Capability				
A. Experience in on-site outsourcing Crime lab services	30.00	29.50		
B. Qualifications in performing specific job requirements	5.00	4.75		
Total Maximum Points	35.00	34.25		
Staff Qualifications and Experience				
Education and relevant related work experience in forensic controlled substance analysis of staff assigned to EPPD on-site laboratory.	25.00	24.50		
Implementation Plan and Timeline				
Ability to meet the two week implementation.	20.00	20.00		
References				
Respondents evaluated on clientele reference checks for length of service and performance, would clientele recommend the contractor, and an indication of whether the experience between the clientele was positive or negative	15.00	7.50		
Past Relationship with the City	5.00	5.00		
GRAND TOTAL (100 points/percent max)	100.00	91.25		



**CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM**



Bid Opening Date: JUNE 20, 2012
Project Name: CRIME LAB SERVICES

Solicitation #: 2012-189R
Department: POLICE

INTEGRATED FORENSIC LABORATORIES	EULESS, TX		
RFQs SOLICITED: 2	RFQs RECEIVED: 1	RFQs LOCAL: 0	NO RFQs: 0

NOTE: The information contained in this rfp tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: *Alicia Brisly*

DATE: *6/21/12*

INTEGRATED FORENSIC
LABORATORIES, INC. (IFL)
ATTN: RON FAZIO, PRESIDENT
901 CLINIC DRIVE, SUITE D110
EULESS, TX 76039

ARMSTRONG FORENSIC
LABORATORY
ATTN: BEN ARMSTRONG, PRES.
330 LOCH'N GREEN TRAIL
ARLINGTON, TX 76012

RESOLUTION

WHEREAS, the City of El Paso has determined that it desires the assistance of a forensic laboratory company to manage and maintain an on-site forensic crime laboratory at the City's police department headquarters and to provide certain forensic analysis services therein; and

WHEREAS, pursuant to Section 252.022(a)(2) of the Texas Local Government Code, the competitive bidding requirements of the Texas Local Government Code Section 252.021 do not apply to this agreement; despite this exception, the City of El Paso made the decision to issue a Request for Qualifications, Solicitation No. 2012-189R (the "Solicitation"), for the said Crime Lab Services; and

WHEREAS, IFL responded to the Solicitation; and

WHEREAS, the City has determined that IFL has the qualifications, experience and expertise in forensic laboratory management and services and is qualified to meet the needs of the City, and the City has selected IFL to perform such services, and the parties have negotiated terms that are mutually agreeable; and

WHEREAS, the City of El Paso has agreed to engage the services of IFL to provide forensic laboratory services, specifically the analysis of substances believed to be marijuana, controlled substances or dangerous drugs, as defined by the Texas Health and Safety Code and any other relevant statute, for the City's Police Department; and

WHEREAS, the City has agreed to grant IFL a license to maintain and manage an on-site forensic crime laboratory at the El Paso Police Department Headquarters, 911 N. Raynor, El Paso, Texas 79903, where Contractor will perform the forensic laboratory services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a License to Use City Facility and Service Agreement by and between the City of El Paso and Integrated Forensic Laboratories, Inc. (IFL) to manage and maintain an on-site forensic crime laboratory at the City's police department headquarters and to provide certain forensic analysis services therein. This is a license and service agreement under which IFL shall be paid an amount not to exceed \$2,492,496.76 for the five-year term of the agreement (September 4, 2012 through September 3, 2017).

ADOPTED this _____ day of _____, 2012.

CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

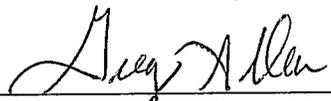
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) LICENSE TO USE CITY FACILITY AND
SERVICE AGREEMENT WITH
INTEGRATED FORENSIC LABORATORIES, INC.

This License and Service Agreement is made this _____ day of _____, 2012, by and between the **CITY OF EL PASO**, a home rule municipal corporation, hereinafter referred to as the "City," and **INTEGRATED FORENSIC LABORATORIES, INC. ("IFL")**, a private corporation, hereinafter referred to as the "Contractor" or "IFL."

WITNESSETH:

WHEREAS, the City of El Paso has determined that it desires the assistance of a forensic laboratory company to manage and maintain an on-site forensic crime laboratory at the City's police department headquarters and to provide certain forensic analysis services therein; and

WHEREAS, pursuant to and in compliance with Section 252.022(a)(2) of the Texas Local Government Code, the competitive bidding requirements of the Texas Local Government Code Section 252.021 do not apply to this agreement; despite this exception, the City of El Paso made the decision to issue a Request for Qualifications, Solicitation No. 2012-189R (the "Solicitation"); for the said Crime Lab Services; and

WHEREAS, IFL responded to the Solicitation; and

WHEREAS, the City has determined that IFL has the qualifications, experience and expertise in forensic laboratory management and services and is qualified to meet the needs of the City, and the City has selected IFL to perform such services, and the parties have negotiated terms that are mutually agreeable; and

WHEREAS, the City of El Paso has agreed to engage the services of IFL to provide forensic laboratory services, specifically the analysis of substances believed to be marijuana, controlled substances or dangerous drugs as defined by the Texas Health and Safety Code and any other relevant statute (collectively, the "controlled substances"), hereinafter referred to as the "Services," for the City's Police Department; and

WHEREAS, the City has agreed to grant IFL a license to maintain and manage an on-site forensic crime laboratory at the El Paso Police Department Headquarters, 911 N. Raynor, El Paso, Texas 79903 (the "Property"), as more particularly described in **Exhibit C**, where Contractor will perform the Services.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, both the City and IFL mutually agree as follows:

Exhibits

The exhibits listed herein and attached to this Agreement are incorporated herein by reference for all purposes:

Exhibit A	Fee Schedule
Exhibit B	IFL's response to the City's Solicitation No. 2012-189R
Exhibit C	Property Description
Exhibit D	Supplies and Equipment List

1. Scope of Services.

IFL shall provide the Services for the City's police department, as more particularly described below under Contractor's duties and responsibilities. IFL shall maintain, manage, and operate an on-site accredited forensic crime laboratory at the Property, in accordance with industry standards and all applicable federal, state, local laws, including American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) accreditation requirements, Texas Department of Public Safety (TXDPS) accreditation requirements, and policies and procedures of the City and the El Paso Police Department, and as more particularly described below under Contractor's Duties and Responsibilities. Accreditation must be current, and be kept current throughout the term of this Agreement, and be granted by both the ASCLD/LAB and the TXDPS.

At the implementation of this Agreement, the Services to be performed by IFL and its personnel shall include the forensic analysis of substances believed to be marijuana, controlled substances or dangerous drugs (the "Services"). Should additional forensic services be deemed necessary and appropriate, the parties, by mutual agreement and written amendment to this Agreement, may expand upon the services included herein. The City Manager or her designee may administratively agree to revisions to the Services that are mutually agreeable to both parties, provided that such revisions do not materially alter the obligations under this Agreement and do not increase the amount of the compensation due under this Agreement beyond any amounts that may be within the City Manager's authority.

Contractor's Duties and Responsibilities

1.1 IFL will perform and provide the Services for the City's police department. Should the City require services not provided for within this Agreement, IFL shall make reasonable efforts to provide such additional services at mutually agreed charges or rates within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance the Services required under this Agreement.

1.2 To the extent reasonably necessary for IFL to perform the forensic services under this Agreement, IFL may engage the services of any agent, assistant, person, or corporation IFL deems proper to aid or assist in the performance of the work without the prior written approval of

the City. The cost of such personnel and assistance shall be borne exclusively by IFL. IFL will be responsible for training and ensuring that its personnel are qualified to perform the Services. Personnel employed by IFL shall pass a background check based on current City and El Paso Police Department policies and practices. Upon request of the City, IFL shall provide adequate proof that the personnel are qualified, trained, and have successfully passed the City's background check, within a reasonable period of time.

1.3 IFL will coordinate with El Paso Police Department personnel who perform the functions of narcotics custodians, as well as with any other El Paso Police Department support personnel responsible for internal record-keeping and tracking of controlled substance evidence, to maintain and ensure proper record-keeping and tracking of the controlled substance analyses and evidence. IFL will maintain proper chain of custody processes at all times.

1.4 IFL will allow City personnel to monitor and inspect the forensic crime laboratory maintained by IFL, to include any books and records, at any time upon reasonable request, without undue delay.

1.5 IFL will timely make available to appropriate and authorized City representatives all records associated with any El Paso Police Department case on which IFL is performing Services, upon request. The records will be property of the City and the City will be deemed the custodian of such records.

1.6 IFL will provide a quarterly report that contains an itemization and description of all services performed by IFL at the Property. The quarterly report shall be provided to the Chief of Police or his designee. The City may review quarterly, or at reasonable intervals, the services performed by IFL at the Property, as well as IFL's operation, maintenance, and management of the forensic crime laboratory. In addition, IFL will provide any needed statistical reports or other reports as requested by the City.

1.7 Personnel employed by IFL shall adhere to City and El Paso Police Department policies and regulations regarding access to the Property. Personnel employed by IFL shall adhere to City and El Paso Police Department policies and regulations regarding confidentiality of information.

1.8 IFL will maintain a ninety percent (90%) turnaround time for analysis of the controlled substances of no more than five (5) working days or sooner. If notice is given to IFL that a shorter turnaround time is necessary for further case investigation or prosecutorial efforts, IFL will use due diligence to provide a result sooner as extenuating circumstances may require.

1.9 IFL's lab analysts will be made available to testify in court if and when needed and/or required. IFL's lab analysts will be made available to meet with the City, County or District attorneys, as may be requested.

1.10 IFL shall be responsible for any and all expenses associated with carrying out the functions of the Services, except as otherwise specified in this Agreement. This includes, but is not limited to, payments to subcontractors, travel, shipping costs, postage, copies, office

supplies, and any equipment and materials not already specifically provided by the City pursuant to this agreement.

1.11 IFL will be responsible for all personnel costs necessary to perform under this Agreement, to include but not be limited to, salaries, benefits, and worker's compensation coverage.

1.12 IFL will be responsible for any business license costs and for the maintenance and repair of equipment owned by IFL.

1.13 IFL will be responsible for supplying its own computer hardware and software necessary to perform the Services.

1.14 IFL will be responsible for maintenance and repair of equipment owned by IFL relating to the provision of Services set forth herein and/or maintained within the Property.

1.15 IFL agrees to use the Property only for the maintenance, management, and daily operation of an accredited crime laboratory. In connection with its use and activities in and about the Property, IFL agrees to comply with all rules and regulations for the Property, and shall cause its employees, agents and invitees to conduct themselves in a manner so as to not interfere with other business and operations at the Property.

1.16 IFL agrees to have all court-ordered restitution for the services provided herein remitted to the City of El Paso for use as established by applicable laws, rules and regulations.

1.17 To the extent that IFL's response to Solicitation No. 2012-189R does not conflict with any provision in this Agreement, the response (Exhibit B) is incorporated herein for all purposes.

2. License for Use of City Facilities.

2.1 The City hereby grants to IFL, a non-exclusive license to enter City property to occupy the El Paso Police crime laboratory at the El Paso Police Department headquarters in order to operate a forensic crime lab. In addition, IFL is granted the right to the non-exclusive use of the main areas of the building, common corridors and hallways, stairwells, elevators, restrooms, and other public or common areas at the police headquarters.

2.2 Except for the supplies and equipment provided by the City as identified in **Exhibit D**, IFL shall provide all of the equipment and supplies necessary for the operation of the laboratory. For City-owned equipment, the City shall provide routine maintenance and shall provide reasonable repairs. For supplies and durable equipment, IFL shall be responsible for replacement.

2.3 The City will provide at the Property all public utilities and building services to support operation of the laboratory, including, but not limited to, water, electricity, gas, heating, air conditioning, janitorial services, and collection and disposal of hazardous waste.

In addition, City will make available to IFL access to telephone and internet connections so that IFL may establish its service accounts directly with service providers. The utility, access and services will be those provided for City operations generally at the City facility in which the laboratory is located. The City will coordinate with IFL if other or additional services are required by IFL who shall bear the cost of such additional services.

2.4 The City will provide IFL with acceptable access to, and control and security of, the Property. The City will provide limited access control for the evidence storage room and the main laboratory area. This is required for ASCLD/LAB accreditation. Security for the area will be such that only IFL and El Paso PD "Authorized Personnel" may have access to the area provided. "Authorized Personnel" will be audited by ASCLD/LAB.

3. Term.

The initial term of this Agreement shall be for a period of five (5) years beginning on **September 4, 2012** ("Effective Date") and ending on **September 3, 2017**. The City shall have the option of extending the term of this Agreement for an additional two-year term, by giving IFL written notice prior to the expiration of the original term of this Agreement.

4. Consideration.

4.1 IFL shall be paid for the Services under this Agreement an amount not to exceed TWO MILLION, FOUR HUNDRED NINETY TWO THOUSAND, FOUR HUNDRED NINETY SIX AND 76/100 DOLLARS (\$2,492,496.76), for the period from September 4, 2012 through September 3, 2017, at the annual rates set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.

4.2 IFL shall issue a monthly invoice to the City on or about the 1st of the month. Each monthly invoice will be itemized, as necessary, and will reflect the contract number.

4.3 Each monthly payment shall be due thirty (30) days from the date of the City's receipt of the invoice in accordance with state law. Any payment not paid to IFL within said period will incur a late payment fee and will accrue interest in an amount equal to the rate computed pursuant to the provisions of Texas Government Code Section 2251.025 (Payment of Goods and Services), which governs the City of El Paso.

4.4 All payments by the City under this Agreement are payable only out of current City revenues. In the event that funds relating to this Agreement do not become available, such as by City Council not appropriating the funds, the City shall have no obligation to pay or perform any services related herein to IFL for the City's fiscal year during which time such funding is not available or appropriated. Should City experience a funding unavailability, either party may choose to terminate the Agreement subject to Section 5 of this Agreement.

4.5 Should the City exercise its option to extend this Agreement pursuant to Section 3 above, the parties shall mutually agree, by written agreement, to the consideration to be paid for any

renewal of this Agreement. The amount of consideration to be paid shall be established prior to any extension taking effect.

5. Termination.

5.1 Termination for Cause. If IFL fails to comply with any provision of this Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of intent to terminate the Agreement setting forth the manner in which IFL is in default. IFL will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. IFL will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement. The City shall have the right to immediately terminate the Agreement if IFL violates any local, state or federal laws, rule or regulations that relate to the performance of this Agreement.

5.2 Termination for Default by City. If the City fails to perform any of its duties under this Agreement, IFL may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the agreement under which IFL considers the City to be in default and setting forth a date of termination not sooner than 60 days following receipt of the Notice. IFL, at its sole option, may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, IFL may terminate its performance under this Agreement as of such date.

5.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by sixty (60) days written notice to the other party. IFL will be paid its costs, including the Agreement close out costs and profit on work performed up to the time of termination. IFL will promptly submit its termination claim to the City. If IFL has any property in its possession belonging to the City, IFL will account for the same, and dispose of it in the manner the City directs.

6. Independent Contractor.

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the IFL or between the City and the IFL's employees. IFL shall be deemed at all times to be an independent contractor. In carrying out the terms of this Agreement, IFL shall select its own employees and such employees shall be and act under the exclusive and complete supervision and control of IFL. Neither IFL nor its employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

7. Insurance.

IFL shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and ensure that any subcontractors provided by IFL carry such insurance coverage and comply with these insurance requirements. City shall be provided with a copy of the policy and such appropriate endorsements evidencing the required insurance prior to the commencement of this Agreement and thereafter with

certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days after the expiration or cancellation of any such policies.

- A. General/Public Liability Insurance. For the duration of this Agreement and any extension thereof, IFL shall carry, in a solvent company authorized to do business in the State of Texas, comprehensive general liability insurance with, at a minimum, coverage and limitations to cover IFL and its employees and protect the general public and the City in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.
- B. Workers Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas, or similar plan, and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.
- C. Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than One Million Dollars (\$1,000,000.00) for each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Form of Policies. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager. City prefers that the general liability and auto liability coverage be provided by either the same insurance carrier or the same insurance group.
- E. Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.
- F. Insured Parties. Each policy, except those for Workers' Compensation, employee injury and professional liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
- G. Deductibles. A policy may contain deductible amounts only if the City's Risk Manager approves the amount and scope of the deductible. The Contractor shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City of El Paso, their officers, agents or employees.

- H. Material Change in Policy(ies). Prior to any material change in any policy required herein, City will be given thirty (30) days advance written notice by registered mail. Further, City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.
- I. Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. IFL shall give written notice to the Purchasing Manager within five (5) days of the date upon which total claims by any party against IFL reduce the aggregate amount of coverage below the amounts required by this Agreement.
- J. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
- K. Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the City, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.
- L. Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to IFL for any further premium payment and has no right to recover any premiums from the City.

8. INDEMNIFICATION.

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT CITY, ITS ELECTED OFFICIALS AND ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE FREE FROM ANY AND ALL CLAIMS, DEBTS, DEMANDS LIABILITIES OR CAUSES OF ACTION OF EVERY KIND OR CHARACTER, WHETHER IN LAW OR EQUITY, BY REASON OF ANY DEATH, INJURY OR DAMAGE TO ANY PERSON OR PERSONS OR DAMAGE OR DESTRUCTION OF PROPERTY OR LOSS OF USE THEREOF, WHETHER IT BE THE PERSON OR PROPERTY OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR OF ANY THIRD PERSONS, CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN THE CONDUCT OF THE CONTRACTOR'S OPERATIONS AUTHORIZED HEREIN. THE CONTRACTOR HEREBY COVENANTS AND AGREES TO INDEMNIFY AND TO SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS AND ITS OFFICERS, AGENTS

AND EMPLOYEES AGAINST AND FROM ANY AND ALL SUCH CLAIMS, DEMANDS, DEBTS, LIABILITIES AND CAUSES OF ACTION (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS).

9. **COMPLIANCE WITH LAWS AND ORDINANCES.**

IFL SHALL AT ALL TIMES OBSERVE AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS WHICH IN ANY MANNER AFFECT THE AGREEMENT OR THE WORK AND TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY IFL OR ITS EMPLOYEES OR CLIENTS.

10. **Venue and Law.**

For the purposes of determining the place of the Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts of El Paso County, Texas.

11. **City Not Obligated to Third Parties.**

The City shall not be obligated or liable hereunder to any person other than IFL.

12. **Waiver/Modification of Agreement.**

Except as expressly noted herein, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless provided as a written amendment hereto signed and approved as provided herein. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as herein described.

13. **Severability.**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

14. **Entire Agreement; Conflict.**

This Agreement constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. If there is a conflict between or among the terms or provisions of this Agreement and its attachments and/or references, the terms or provisions of this Agreement

prevail, followed by the terms and provisions in the City's Solicitation No. 2012-189R, and then followed by the terms and provisions in IFL's response to Solicitation No. 2012-189R.

15. Assignment.

This Agreement shall not be assigned without the prior written consent of all of the parties.

16. Binding Agreement.

Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, has the authority to bind his or her respective entity or party, and agrees on behalf of such party that such party will be bound by those terms.

17. Notices.

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: City of El Paso
ATTN: City Manager
2 Civic Center Plaza
El Paso, Texas 79901-1196

with copy to: City of El Paso
ATTN: Chief of Police
El Paso Police Department
911 N. Raynor
El Paso, Texas 79903

Contractor: Integrated Forensic Laboratories, Inc.
ATTN: Ron Fazio, President/Lab Director
901 Clinic Dr., Suite D110
Eules, Texas 76039

or to such other addresses as the parties may designate to each other in writing from time to time.

18. Texas Tort Claims Act.

IFL expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. IFL further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

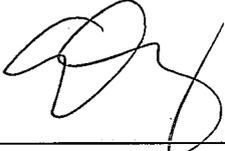
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2012.

CITY OF EL PASO

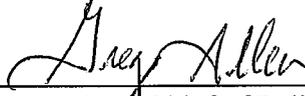
Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:



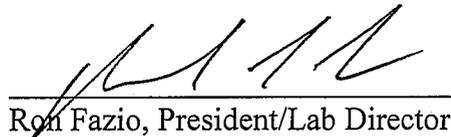
Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

**INTEGRATED FORENSIC LABORATORIES,
INC.**



Ron Fazio, President/Lab Director

EXHIBIT A

Agreement Pricing follows on the next page

Task 1	Positions	Annual Salary	Estimated Cost Year 1	Estimated Cost Year 2	Estimated Cost Year 3	Estimated Cost Year 4	Estimated Cost Year 5
Staffing	On-Site Chemist	\$ 71,500.00	\$71,500.00	\$75,075.00	\$78,828.75	\$82,770.19	\$86,908.70
Staffing	On-Site Chemist	\$ 71,500.00	\$71,500.00	\$75,075.00	\$78,828.75	\$82,770.19	\$86,908.70
Staffing	Laboratory Director	\$ 156,000.00	\$39,000.00	\$40,950.00	\$42,997.50	\$45,147.38	\$47,404.74
Staffing	Quality Director	\$ 156,000.00	\$39,000.00	\$40,950.00	\$42,997.50	\$45,147.38	\$47,404.74
Sub-Total, Staffing			\$221,000.00	\$232,050.00	\$243,652.50	\$255,835.13	\$268,626.88

Task 2	Equipment/ Maintenance	Estimated Cost Year 1	Estimated Cost Year 2	Estimated Cost Year 3	Estimated Cost Year 4	Estimated Cost Year 5
Other	Computers, instruments, overhead, margin, etc	\$245,500.00	\$242,025.00	\$237,576.25	\$267,417.56	\$278,813.44
Sub-Total, Other		\$245,500.00	\$242,025.00	\$237,576.25	\$267,417.56	\$278,813.44
Total per Year		\$466,500.00	\$474,075.00	\$481,228.75	\$523,252.69	\$547,440.32
Total Combined		\$2,492,496.76				

EXHIBIT B

IFL's response to the City's Solicitation No. 2012-189R follows on the next page



Integrated Forensic Laboratories™

**Integrated Forensic Laboratories, Inc.
901 Clinic Drive, Suite D110
Eules, Texas 76039**

**817-553-6565 Lab
817-553-6567 Fax**

Contact Person: Ron Fazio, rfazio@iflabs.com

**SOLICITATION NO:
2012-189R**

**TITLE: CRIME LAB SERVICES
POLICE DEPARTMENT**

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Introduction

Integrated Forensic Laboratories, Inc. (IFL) is the nation's first and only full-service, independent, accredited crime laboratory. Accredited by both the American Society of Crime Laboratory Directors – Laboratory Accreditation Board (ASCLD/LAB) and the Texas Department of Public Safety Crime Laboratory (TxDPS), IFL provides the following forensic services;

1. Controlled Substances (Including Unknowns and Quantifications)
2. Toxicology (Blood Alcohol Only)
3. Trace (Impression Evidence, Fire Debris, Microscopy)
4. Firearms
5. Tool Marks
6. Biology (Serology Only)
7. Fingerprint Processing
8. Crime Scene Processing
9. Shooting Scene Processing and Reconstruction
10. Blood Spatter Interpretation

Proof of IFL's ASCLD/LAB accreditation may be referenced on ASCLD/LAB's website (<http://www.ascl-d-lab.org/cert/cert366.pdf>). Proof of IFL's TxDPS accreditation may be referenced on the TxDPS website (http://www.txdps.state.tx.us/CrimeLaboratory/documents/List_Texas_LabsAccredited.pdf).

IFL was incorporated in 2006, received provisional accreditation in early 2007 and full accreditation late the same year. IFL is not simply a crime lab, but rather a law enforcement service organization. The difference is reflected in our name, 'Integrated'. IFL integrates its operations to meet the needs and expectations of the law enforcement agency, including reports, data collection, customer service, and other value added services.

IFL is experienced in installing, accrediting, and continually operating, crime labs. Besides our stand-alone lab, we have installed and continue to successfully operate a crime lab for over two years in the Lancaster Police Department (LPD) headquarters. Lancaster is a city with 36,000 citizens in south Dallas County, which has over 2.7 million citizens. From these two locations, IFL serves 30 law enforcement agencies, processing approximately 4000 forensic cases per year.

IFL has served other crime labs with costing analysis, testimony evaluation, accreditation, backlog reduction, and remediation efforts. IFL has served the El Paso Police Department (EPPD) over the last year, being instrumental in its successful transition to ISO Accreditation.

IFL is staffed with veteran, court-qualified, forensic scientists. It's Laboratory Director, Ron Fazio, is a board-certified forensic scientist and also currently serves as the EPPD Crime Lab Director. IFL's Quality Director, Aliece Watts, is also a board-certified forensic scientist, a former Commissioner on the Texas Forensic Science Commission, and an active ISO auditor for ASCLD/LAB.

IFL currently has the staff, the management, and the information systems to install, accredit, and successfully operate the EPPD crime lab in less than 2 weeks. In fact, IFL projects it can assume command and conduct casework in the EPPD crime lab within 48 hours of the execution of the contract.

Proposal

IFL proposes to install and operate an ASCLD/LAB and TxDPS accredited crime laboratory within EPPD facilities. Specifically, IFL proposes to assume the current functions of the EPPD crime lab, which includes (but is not necessarily limited to) the testing, reporting, and testifying to approximately 1000 forensic controlled substance cases per year.

IFL is directly familiar with the level of work that will be required to produce 1000 of EPPD forensic cases every year because its Lab Director has been working with the EPPD crime lab for nearly a year. Furthermore, IFL is aware that turn-around is also important. The EPPD crime lab has worked historically as a request-only forensic lab, meaning that only the cases that had significant investigative importance or were likely going to require testimony were tested. Therefore, only a fraction of the total controlled substance cases investigated by the EPPD require testing.

This means the EPPD needs results fast. Fortunately, IFL can produce results in 5 days or less. We have consistently provided this level of service for numerous Texas law enforcement agencies since we began in 2006.

Equipment and Instrumentation

IFL will use, whenever possible, existing EPPD lab equipment. This will allow us to move in and begin casework as quickly as possible. However, some of the existing equipment is not optimal for forensic casework. For example, the existing GC/MS system, a Thermo DSQII, is not well suited for controlled substance testing. While IFL can immediately use this instrument to produce casework, it will immediately install, at no charge, a second GC/MS system more common for controlled substance testing. This will immediately alleviate throughput constraints and offer a more robust system for forensic use. Furthermore, within 2 months, IFL will add another GC/MS system or Raman Spectroscopy system (at no cost to the city), fulfilling complete redundancy and backup. IFL will return any and all non-used equipment to EPPD as soon as possible.

IFL will absorb all non-prepaid maintenance contracts or provide maintenance itself for instrumentation. IFL will repair or replace any equipment or instruments as necessary, at no cost to the city. This means a lowered cost for the city.

Schedule

To accomplish this in the most time effective manner, we have made the following plan.

24 to 48 hours

- IFL's Lab Director and President, Ron Fazio, will relocate to the City of El Paso and secure apartment housing. Since Mr. Fazio is already approved under EPPD CL Quality System and trained on current EPPD CL equipment, he can begin casework immediately. Mr. Fazio already has an El Paso email address and is already included on ILeads, the forensic casework request system used by the EPPD and the El Paso County and District Attorney's Offices. There will be no pause in forensic casework.
- IFL will notify the El Paso District and County Attorney's Offices of the change and the time frame. IFL will begin meetings with stakeholders.

48 hours to 2 weeks

- IFL modifies its current Standard Operating Procedures (SOPs) to account for the new EPPD crime lab.
- IFL will notify ASCLD/LAB and TxDPS CL of the new IFL location. Accreditation extension typically takes 48 hours.
- IFL will simultaneously provide one GC/MS system (Agilent) and two computer workstations, pre-loaded with IFL's LIMS software.
- During evening hours and weekends, IFL will install and validate the IFL Agilent GC/MS system and the IFL computer workstations.
- IFL hires a second, locally based, forensic chemist. IFL has already sourced and vetted this local chemist (Alex Bondra).
- IFL continues to add to the computer and document management system (i.e. computers and copier/scanner). There will be no additional charge for this.
- The switch to IFL's Quality System will be completed.
- IFL will produce cases using the combination of current EPPD equipment and new IFL equipment.

2 weeks to 2 months

- IFL will install a second, identical Agilent GC/MS system or a Raman Spectrophotometer. This is to provide redundancy and assist with case throughput.

- IFL will discontinue using the EPPD GC/MS system (Thermo). The Thermo GC/MS system is not optimal for forensic chemistry.
- IFL will send Alex Bondra frequently to other IFL locations for additional training. IFL insists upon consistency among labs, which is best achieved through cross training.
- IFL Quality Director and other managers will travel regularly to EPPD for oversight and training.

2 months to 6 months

- IFL will either permanently relocate one of its senior scientists to El Paso or hire a second local forensic chemist.
- IFL Lab Director, Ron Fazio, transfers back to IFL headquarters, but still travels to EPPD frequently.
- IFL will continue to send both EPPD chemists frequently to other IFL locations for continuing training.
- IFL Quality Director and other managers will travel frequently to EPPD for oversight and training.
- IFL will maintain a minimum of two full-time, qualified forensic chemists at the EPPD facility. This will be sufficient to maintain a minimum of 1000 forensic controlled substance cases per year.

6 months onward

- IFL maintains existing EPPD crime lab equipment or removes from service and returns to EPPD.
- IFL replaces or upgrades laboratory equipment in a manner that best serves its interests in conducting forensic casework.

IFL is a laboratory system with multiple locations and redundant equipment. If production problems occur at EPPD, casework can still be maintained by using other IFL facilities, while still providing local testimony for trial in El Paso courts.

Quality Control

IFL has built a comprehensive Laboratory Information Management System and has a commercially produced document management system. This allows the IFL Quality System to completely manage and oversee the production of forensic reports, the storage of case files, and the retrieval of information.

Furthermore, this system allows our case files to be Quality reviewed by other IFL forensic scientists. This separation of casework and Quality review is an added measure to detect and prevent errors.

IFL's Quality Director is an active ASCLD/LAB auditor and a former Texas Forensic Science Commissioner. This means EPPD will have the very best Quality Director available.

DEA License

The EPPD CL has a DEA license, allowing it to purchase and store controlled substances; crucial to performing controlled substance analysis. Although IFL has an identical license, it will not transfer to the EPPD facility, per DEA regulations. Therefore, IFL recommends that the EPPD authorizes Mr. Fazio to be an authorized agent of the current EPPD license. It is a simple process and has been recommended by the local El Paso DEA office. This will greatly reduce paperwork and the cost of transferring EPPD's current stock of purchased controlled substances.

Accreditation, Licenses, and Insurance

IFL will maintain all licenses and accreditation necessary to operate a criminal forensic testing laboratory in the State of Texas. IFL will fully bear any and all costs associated with the maintenance of its accreditation.

IFL will maintain all state-mandated insurance requirements, including, but not limited to; workers compensation, health, environmental, property, liability, and errors and omissions. IFL will modify, within reason, its insurance coverage to meet the expectations of the City of El Paso and EPPD, including naming both on its insurance. IFL will provide proof of insurance within 5 business days of a written request.

Billing

IFL will bill the City in fixed, equal monthly itemized invoices within the first week of the month. All completed cases will be individually listed. There will be no upfront or 'set-up' costs to the city. IFL can provide an electronic database of received and completed cases to the City at any time upon request.

IFL offers all of these services, including the fast turn-around time, at one fixed cost. There will be no additional charges for minor caseload fluctuations, client/stakeholder meetings, provision of small classes, or even equipment replacement/repair/maintenance. The City of El Paso will be only responsible for the

accepted flat monthly rate. There will be absolutely no hidden costs. IFL does not offer an early payment discount.

Reporting

IFL forensic reports are standardized and easy to interpret. Please refer to page 29 for an example report. IFL delivers all forensic reports, after review, from its corporate office, via email. IFL can include automatic restitution forms (per state and local requirements), multiple email recipients, and affidavits, at no additional charge. IFL can include the EPPD logo on all EPPD crime lab generated forensic reports. All case files, including instrumentation data, will be scanned and permanently saved on IFL servers. The original case files will be returned to EPPD.

Turn-Around

IFL will maintain a 5 day, 90% on-time performance for submitted casework. We have produced this level of service for all of our law enforcement clients since 2006.

Evidence Control

IFL will immediately install its existing Laboratory Information Management System (LIMS), at no cost. IFL's LIMS will not only allow it to manage all casework conducted at EPPD, but it will also greatly simplify the evidence submittal process for EPPD property/evidence personnel. IFL works diligently to reduce the effort of evidence transfer for all law enforcement clients. IFL can even use the EPPD Offense number as its laboratory number, should EPPD desire.

Transparency

IFL will allow authorized EPPD personnel unfettered access to the on-site lab, including the on-site computers, and storage areas, documents (i.e. SOPs, QA/QC Data, Corrective Action Reports) with the exception of non-EPPD case files, confidential or proprietary business documents, trade secrets, employee records, or federally governed material. Please note – accreditation requirements will require logging of access and provision of controlled access.

EPPD may either conduct its own background check on any and all IFL employees or IFL can provide.

Stakeholder Perception

IFL's Lab Director will meet frequently with EPPD and other stakeholders, including the El Paso District and County Attorney's Offices to ensure all potential issues are identified and addressed. IFL will make every attempt to alleviate real and potential issues.

IFL does not, ever, advertise its relationships with law enforcement agencies, including EPPD. IFL will not publicly announce or advertise its relationship with EPPD and the City of El Paso, should it be awarded.

Every IFL employee is required to sign a non-disclosure agreement for all IFL clients. IFL can provide a specific non-disclosure agreement for the City of El Paso, should it be desired.

Risk and Risk Mitigation

IFL realizes that there is risk in any enterprise and that all risk can be managed and reduced. While risk can never be truly eliminated, we have taken great steps to prevent or minimize negative impact.

Risk	Beginning Risk Level	IFL Risk Mitigation	End Risk Level
Environmental	<i>High</i> . Chemicals and/or hazardous waste stored on-site or during shipping/transported	<ul style="list-style-type: none"> • IFL only uses licensed chemical and waste vendors • IFL uses very small amounts of chemicals • IFL maintains environmental insurance 	Low
Employee	<i>High</i> . Incompetent or untrained examiners	<ul style="list-style-type: none"> • IFL uses a fully developed training program • IFL is a private employer (hire/fire at will) • IFL provides full QA/QC disclosure • IFL performs background checks on all employees prior to hire 	Low
Health and Safety	<i>High</i> . Danger to employees and visitors	<ul style="list-style-type: none"> • IFL has an audited Health and Safety Program • IFL maintains Worker's Compensation and liability insurance • Laboratory access is restricted to employees • Visitors with essential business must be accompanied by an IFL employee at all times 	Low
Testing Errors	<i>High</i> . Errors in testing	<ul style="list-style-type: none"> • IFL possesses an accredited QA/QC system • IFL performs comprehensive technical and administrative Quality reviews • IFL employs board certified forensic scientists and ASCLD/LAB auditors • IFL maintains errors and omissions insurance 	Low
Public Perception	<i>Moderate</i> . Misconceptions concerning IFL and its relationship with EPPD	<ul style="list-style-type: none"> • IFL regularly provides presentations to citizen's groups and schools • IFL regularly provides tours of lab facilities • IFL maintains a low profile; no external signage and no media advertising • IFL does not advertise its relationships with any agency 	Low
Justice System Perception	<i>Moderate</i> . Concerns of supporting testimony	<ul style="list-style-type: none"> • IFL provides testimony at no charge • IFL regularly provides training to District Attorney's Offices • Prosecution/defense prefer 'independent' lab 	Low
Costs	<i>Moderate</i> . Rising Costs	<ul style="list-style-type: none"> • IFL will provide a long-term contract with fixed monthly payments, there will be no surprises • IFL will assist EPPD in applying for federal grants 	Low

EPPD Provided Services

For this proposal, IFL only requires a few services to be provided by the EPPD. They are;

- Basic janitorial services, including trash removal
- Provision of electricity
- Facilities maintenance, including lights, plumbing, etc
- Hazardous waste removal
- Internet connection. This connection may be separate from the existing EPPD network
- Access to the EPPD crime lab during evening and weekend hours

Other IFL Services

Other Forensic Services

IFL is a full-service forensic science laboratory and is capable of immediately providing EPPD a wide variety of scientific analyses. These forensic disciplines may be provided at another IFL location or may be installed at EPPD.

IFL can provide assistance with using the University of North Texas – Health Science Center’s DNA lab. This lab can provide comprehensive DNA testing, including CODIS entry; at no charge (serology and shipping charges may apply).

Other Law Enforcement Services

IFL is a Law Enforcement service agency and has the capability to offer other pertinent services, including (but not limited to) property/evidence control, records, crime analysis, and even purchasing (additional charges may apply), should the city desire.

Please note – These services are not offered under this proposal. Additional charges would apply.

Pending Litigation

IFL has no litigation, civil or criminal, in the past or current.

Client List

Lancaster Police Department

Assistant Chief Wes Blair

WBlair@Lancaster-tx.com

(972) 218-2700

Arlington Police Department

Lieutenant Bobby Mason

Bobby.Mason@arlingtontx.gov

(817) 459-5700

Mansfield Police Department

Commander Keith Denning

Keith.Denning@mansfield-tx.gov

(817) 276-4700

Eules Police Department

Captain Gary Landers

GLanders@eulesstx.gov

(817) 685-1500

IFL currently serves approximately 30 law enforcement agencies. We would be more than happy to provide additional agencies and contacts, if desired.

Program Administrator

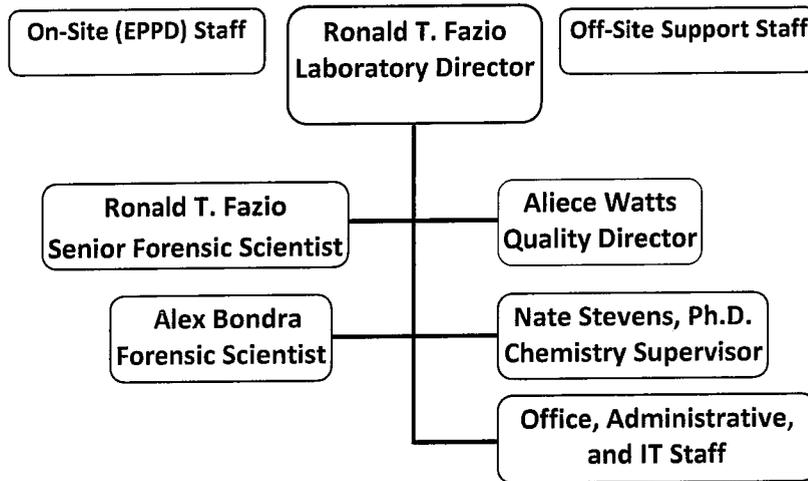
Primary Administrator – Ronald T. Fazio

Secondary Administrator – Aliece Watts

Both are authorized to administer the project, negotiate with the client, and authorize changes to the project.

Project Staffing and Organization Chart

IFL - EPPD Organizational Chart



RONALD T. FAZIO, F-ABC
RFAZIO@IFLABS.COM

EDUCATION

Masters of Business Administration (MBA); University of Texas; Arlington, Texas, 2006.
Bachelor of Science (BS) in Biology; University of Texas; Arlington, Texas, 1994.

CERTIFICATIONS

Certified in Forensic Firearms Evidence Examination and Identification from the Association of Firearm and Tool Mark Examiners 2004.
Board Certified in Forensic Science (Diplomat) from the American Board of Criminalistics, 2007. Fellow awarded in 2008.

EXPERIENCE

Adjunct Assistant Professor, UNT – Health Science Center, 2006 - Present
Laboratory Director, Integrated Forensic Laboratories, Euless, Texas, 2006 - Present
Senior Forensic Scientist, Integrated Forensic Laboratories, Euless, Texas 2006 - Present
Assistant Laboratory Director, Armstrong Forensic Laboratory, Arlington, TX, 2005 - 2006
Senior Forensic Scientist, Fort Worth Police Department; Fort Worth, Texas, 1998 - 2004
Teaching Fellow, The University of North Texas, August, 2002.
Criminalist, Tarrant County Medical Examiner's Office and Crime Labs, 1996 – 1998.
Environmental Scientist, EMCON, 1996 – 1996.
Environmental and Field Technician, EMCON, 1994 – 1996.
Laboratory and Field Technician, EMCON, 1990 – 1994.
Unit Armorer, U.S. Army Reserves, 1987 – 1992.

FIELDS OF EXPERIENCE

Mr. Fazio is currently the Laboratory Director and one of the Senior Forensic Scientist for Integrated Forensic Laboratories, Incorporated. Integrated Forensic Laboratories is a full-service, accredited crime laboratory. As Laboratory Director, Mr. Fazio's responsibilities include oversight of all laboratory operations. As a Senior Forensic Scientist, Mr. Fazio's responsibilities include the completion of forensic casework, including controlled substance analysis and testimony.

Mr. Fazio is a court-qualified expert witness in the following disciplines; Controlled Substances, Blood Alcohol Content Analysis, Firearm and Tool Mark, Impression Evidence, Crime Scene, and Laboratory Quality and Operations. He has testified numerous times in state and federal court, both for the prosecution and defense.

Mr. Fazio has worked in criminal forensic and environmental forensic laboratories for 15 years. In those roles he has either conducted or supervised the chemical analysis, identification, and quantification of substances in thousands of cases.

Mr. Fazio also teaches Laboratory Management for graduate students at the University of North Texas – Health Science Center.

SELECTED TRAINING AND CONTINUING EDUCATION COMPLETED

University of Texas at Arlington, 1994 –1996. Twelve hours of graduate engineering studies including; Environmental Toxicology, Environmental Risk Assessment, Biological Processes, and Air Pollution.
University of North Texas, 2002. Seven hours of graduate level forensic studies including; Electron Microscopy and Special Projects.

University of North Texas, Health Science Center, 2003. Eight hours of graduate level forensic studies including Forensic Anthropology, Forensic Blood Spatter Analysis, Forensic Hair Analysis, and Population Genetics.

LEARNED AND HONORED SOCIETIES

Association of Firearm and Tool Mark Examiners, Regular Member, 1998 to present.
Southwestern Association of Forensic Scientists, Regular Member, 2001 to present.
American Academy of Forensic Sciences, Regular Member, 1998 to present.

SELECTED PRESENTATIONS, LECTURES, AND PUBLICATIONS AUTHORED

SEM EDS Analysis of GSR from Heavy Metal Free Primers, 33rd AFTE Training Seminar, May, 2002.
Issues in Forensic Science, Rice University, June, 2003.
Forensic Firearms Evidence, Tarrant County Sheriff's Academy, September, 1998.
Forensic Firearms, Tool Mark, and Footwear Examination, The University of North Texas, 2001 to 2003.
Issues in Expert Witness Testimony, The University Of North Texas Health Science Center, 2002 – 2004.
Various Topics in Forensic Science, Tarrant County Criminal Defense Lawyer's Association, Fort Worth, Texas, numerous lectures from 1998 to present.
Current Issues in Forensic Firearms, Texas Bar Association, Advanced Criminal Law Course, July, 2009.
Blood Alcohol Testing, Texas District and County Attorney's Association, June, 2011.

ALEXANDRIA M. BONDRA

Alex@Bondra.net

213 N. Alto Mesa, Unit A

(704)302-3358
El Paso, TX 79912

EDUCATION

M.S., Forensic Science, Marshall University, August 2008-May 2010
B.S., Chemistry, Criminology Minor, North Carolina State University, August 2004-May 2008

SKILLS

- Competent in processing and investigating crime scenes to gather, locate, photograph, record, document, collect and preserve evidence with accuracy and attention to detail
 - Capable of utilizing physical, chemical, microscopic, photographic, computer data bases, comparative and classification techniques for forensic evidence
 - Possess maturity of judgment and ability to maintain strict confidentiality
 - Excellent leadership, communication, and time-management skills
 - Proficient in Microsoft Word, Excel, and PowerPoint; Windows XP; Adobe Photoshop
-

EXPERIENCE

- Latent Print Examiner, December 2010-present
El Paso County Sheriff's Office - El Paso TX
 - Fingerprint and photograph cadavers associated with Juarez, Mexico/El Paso, Texas border violence to present evidence to the U.S. Customs and Border Protection and the U.S. Immigration and Customs Enforcement
 - Assist the Crime Scene Investigation unit in processing crime scenes by photographing, searching, sketching, collecting, and other tasks as assigned
 - Process evidence for latent prints, lift prints, and perform comparisons for identification purposes
 - Use proper methods to encode known and latent prints into an Automated Fingerprint Identification System (AFIS)
- Narcotics Crime Laboratory Volunteer, September 2010-present
El Paso Police Department - El Paso TX
 - Assist analysts in drug case analysis and evidence documentation
 - Conduct presumptive tests on various types of drug evidence (Color Tests; Pharmaceutical Identification; Macroscopic/Microscopic examination)
 - Prepare a variety of drug samples for confirmatory testing (Gas Chromatography Mass Spectrometry)
- Crime Scene Investigation/ Latent Print Volunteer, September 2010-December 2010
El Paso County Sheriff's Office - El Paso TX
 - Interpreted, classified, searched and filed ten-print cards according to the Henry Classification System
 - Fingerprinted community members for identification purposes
 - Participated in the Sheriff's Office continuing education crime scene classes
- Forensic Analytical and Drug Chemistry Teacher's Assistant, August 2009-May 2010

- Trained first year graduate students to inherit and reproduce the research being done on fire debris analysis
- Assisted the professor in Forensic Analytical and Drug Chemistry in the laboratory and classroom settings
- Fire Debris Analysis Research Internship, May 2009-August 2009
 - Developed a method to differentiate kerosene samples and residues from simulated fire debris by Gas Chromatography Mass Spectrometry (GCMS) using target compound ratio analysis
 - Shared results at the American Academy of Forensic Science 62nd Annual Meeting
 - Expanded research on the differentiation of gasoline samples as neat liquids and fire debris residues, collected and processed 100+ samples
- Forensic Chemistry Research Assistant, August 2008-May 2010
 - Created a database of 200+ scheduled drugs using a Perkin-Elmer Raman Spectrometer for Marshall University
 - Experimented with new methods to apply GCMS and target compound ratio analysis to other classes of ignitable liquids. Tested 50+ samples using GCMS ChemStation software and Excel
- Crime Scene Investigator Internship, Summer 2005 & Summer 2006
Charlotte Mecklenburg Police Department - Charlotte NC
 - Accompanied field/lab agents in a range of investigations (Homicide; Domestic Violence; Breaking & Entering)
 - Preserved integrity of photographic evidence; uploaded active/backlogged crime scene photos to a case database
 - Observed fingerprint development/photography of field and collected evidence (Magnetic and Black powder)

TRAINING

- "Universal Latent Workstation Training" Austin, TX, 1/2012
- "Firearms Training" McGregor Range NM, 8/2011
- "Missing Persons and Unknown Human Remains Investigations" NM, 6/2011
- "Forensic Photography I" Texas Engineering Extension Service, El Paso TX, 5/2011
- "Basic Fingerprint Comparison" Texas Department of Public Safety, Austin TX, 4/2011

PRESENTATIONS GIVEN

- "The Differentiation of Kerosene Samples by Target Compound Ratio Analysis" American Academy of Forensic Science 62nd Annual Meeting, Washington State Convention & Trade Center, Seattle WA, February 2010
- "The Differentiation of Kerosene Samples by Target Compound Ratio Analysis" Marshall University, October 2009
- "Fentanyl" Marshall University, April 2009

CERTIFICATIONS/HONORS

- Certified Crime Scene Investigator (2011) The International Association for Identification
 - The International Association for Identification Member (2011)
 - Girl Scout Gold Award Recipient (2004)
-

ALIECE WATTS, MS, F-ABC
awatts@iflabs.com

ACADEMIC DEGREES

- ◇ Bachelor of Science, Biology, Tarleton State University
- ◇ Bachelor of Science, Medical Technology, University of Texas at Arlington
- ◇ Master of Science, Biology, University of Texas at Arlington

CERTIFICATION

- ◇ Fellow - American Board of Criminalistics – Molecular Biology
- ◇ Medical Technologist – American Society of Clinical Pathologists
- ◇ Phlebotomist - American Society of Clinical Pathologists

SPECIALIZED EDUCATION

- ◇ ASCLD-LAB Measurement Confidence Workshop
- ◇ ASCLD-LAB International Auditor Training
- ◇ Basic Blood Stain Pattern School
- ◇ Advanced Blood Stain Pattern School
- ◇ FBI Basic Serology School
- ◇ FBI School for DNA Analysis Methods (RFLP DNA)
- ◇ FBI Advanced DNA School
- ◇ FBI PCR DNA School
- ◇ International Symposium on DNA Analysis
- ◇ Methods of Isoelectric Focusing
- ◇ California Criminalistics Institute – STR DNA Methods (ABI 310)
- ◇ Applied Biosystems Advanced Methods in STR DNA
- ◇ City of Fort Worth Certificate in Supervision

COMMISSION APPOINTMENT

Texas Forensic Science Commission (2007- 2009)

- ◇ Investigating any allegation of professional negligence or misconduct that would substantially affect the integrity of the results of a forensic analysis conducted by an accredited laboratory, facility or entity.
- ◇ Governor appointed, Senate approved position.

PAPERS

“Turn Out the Lights, the Party’s Over: Blood Spatter, Luminol and DNA”

Presented November, 1994, Southwestern Association of Forensic Scientists

“The Effects of Fingerprint Enhancement Chemicals on STR DNA Loci Used in Forensic Science”

Presented December, 1999, Biology Department of the University of Texas at Arlington (Master’s Thesis)

“Forensic DNA Typing of Blood Samples treated with Fingerprint Enhancement Chemicals” Journal of the Southwest Association of Forensic Scientists, 2010.

ORGANIZATION MEMBERSHIPS

- ◇ Southwestern Association of Forensic Scientists (SWAFS)
 - Committee Chair
- ◇ Association of Forensic DNA Analysts and Administrators (AFDAA)
 - Founding Member
 - Secretary
- ◇ American Academy of Forensic Science (AAFS)
- ◇ American Society of Clinical Pathologists (ASCP)
- ◇ International Association of Bloodstain Pattern Analysts (IABPA)

PROFESSIONAL EXPERIENCE

2010 – Present – Integrated Forensic Services, LLC

President

- ◇ Provide non-laboratory Forensic services to Police agencies and attorneys.
- ◇ Perform phlebotomy for Law Enforcement Agencies as needed.
- ◇ Interpret blood spatter evidence.
- ◇ Testify in federal and state district courts.
- ◇ Technical review of DNA results for court testimony.
- ◇ Teach courses in various forensic fields to police officers and forensic scientists.

2006 – Present – Integrated Forensic Laboratories, Inc.

Founding Partner, Quality Director, Senior Forensic Scientist (Biology Unit)

- ◇ Supervise activities of the technical staff to ensure Quality Control verification of reagents, routine calibration checks of equipment, and routine monitoring of Quality Control sample results.
- ◇ Review and approve new QA procedures and modifications to existing policies and procedures. Ensure that new technical procedures are validated. Periodically review adequacy of case/report/testimony review process. Maintain and update QA manual, assure maintenance of up-to-date training and calibration records, monitor compliance with written laboratory procedures. Schedule and coordinate quality system audits and implement training to improve the quality of the work product.
- ◇ Assign proficiency tests, review results, verify successful completion of tests, and update individual proficiency test records.
- ◇ Ensure that casework is performed only by personnel who are properly qualified as evidenced by a proficiency and competency test prior to performing any examinations, as well as completion of an acceptable, documented training plan, which demonstrates qualification for the applicable discipline. Ensure that new employees receive appropriate training and instruction in the general and specific standard operating procedures of Integrated Forensic Laboratories.
- ◇ Maintain training and safety records of laboratory personnel, such as diplomas, transcripts, training, testimony monitoring, CVs and affidavits, proficiency test and competency memoranda.
- ◇ Technical review of DNA results for court presentations.
- ◇ Analysis of evidence for blood and body fluids.
- ◇ Testify in federal and state district courts.

2003 – 2009 – University of Texas at Arlington

Instructor of Forensic Biology (DNA), Methods in Forensic Biology, Introduction to Forensic Science, Introduction to Biology, Anatomy & Physiology

- ◇ Lecturer in Forensic DNA analysis methods focusing on the Polymerase Chain Reaction (PCR) method of amplifying Short Tandem Repeat (STR) segments of DNA currently used in all forensic DNA labs.
- ◇ Developed and implemented graduation requirements for a Bachelor of Science in Biology with emphasis in Forensic Science Degree at UTA.
- ◇ Created course lesson plans for classes in Forensic Biology, Methods in Forensic Biology and Introduction to Forensic Science.
- ◇ Presented instruction on evidence examination, DNA extraction methods, problems encountered with forensic samples, quantitation, amplification, instrumentation and data analysis. Additional topics of instruction included expert witness testimony, case studies and statistical calculations.
- ◇ Created laboratory manuals for the Introduction to Forensic Science and Methods in Forensic DNA courses.
- ◇ Coordinated student internships with Forensic Science laboratories and police agencies.
- ◇ Launched a new Forensic Science club: Forensic Investigation, Research and Education (F.I.R.E.) to promote interest in Forensic Science.
- ◇ Directed Science Olympiad regional competition in Forensic Science for both Intermediate and Advanced levels.

2002 – 2003 Instructor of Forensic Science – Texas Wesleyan University

- ◇ Introduction to Forensic Science covering all disciplines including firearms, drugs, DNA, soil, hairs, fibers, organic analysis, crime scene evidence collection, footwear impressions, fingerprints, and document examination. Laboratory topics included crime scene analysis and evidence collection, footwear casts, fingerprint enhancement and comparison, blood typing, chromatography of inks and drugs, hair and fiber analysis, document examination and report writing.

1989 – 2002 Fort Worth Police Forensic Science Laboratory – Senior Forensic Scientist,
DNA Technical Leader

- ◇ Forensic DNA analyst examining items of evidence for blood or other body fluids. Utilizing molecular biology techniques to extract and quantify DNA from evidentiary samples. Amplifying certain short tandem repeat (STR) loci with Polymerase Chain Reaction (PCR) and analyzing the data to determine the genetic profile of the sample. Comparing the profile found in those samples to the profile from victims and suspects in order to determine possible connections to the committed crime.
- ◇ DNA Technical Leader monitoring procedure implementation and quality assurance. Training analysts in both conventional serology and forensic DNA techniques. Documenting compliance with the DNA Advisory Board guidelines for annual audits of laboratory procedures. Reviewing case reports for technical accuracy. Procurement of grant funds for the purchase of new instrumentation. Validation of new instrumentation and protocols for use with forensic samples.
- ◇ Supervisor of Serology/DNA Unit responsible for operations, budget management and personnel evaluations.
- ◇ Testified in over 100 cases in District and Federal Courts in Tarrant and Johnson Counties, Texas.
- ◇ Qualified as an expert witness in Forensic Biology, Forensic Serology, RFLP DNA methods, PCR DNA methods, STR DNA methods using gel and capillary electrophoresis instrumentation (ABI 310), and fingerprint enhancement.
- ◇ Presented numerous seminars and lectures on Forensic Science to other Departments, Agencies and civilian groups.

◇ Performed phlebotomy on suspects to obtain blood for DNA analysis.

1984 – 1989 Associated Medical Arts Laboratory – Lead Medical Technologist

◇ Laboratory testing in hematology, chemistry, coagulation, urinalysis and radioimmunoassay studies. Quality assurance/quality control implementation and monitoring. Phlebotomy and workload assignments.

1983 – 1984 Kimbro Clinic – Medical Technologist

◇ Laboratory testing in hematology, chemistry, coagulation, urinalysis, radioimmunoassay studies and microbiology. Quality assurance/quality control monitoring. Phlebotomy and workload assignments.

1980 – 1983 Carter Blood Center – Medical Technologist

◇ Laboratory testing in hematology and blood banking including unit processing for blood type and disease. Cross matching units for transfusion and antibody identifications. Human lymphocyte antigen (HLA) typing.

Nathanael I. Stevens, Ph.D.
nstevens@iflabs.com

Curriculum Vitae

EDUCATION

Doctor of Philosophy in Applied Science (Ph.D.), Ian Wark Research Institute, University of South Australia, Australia, 2005
Bachelor of Applied Science (Hons.), University of South Australia, Australia, 2001
Bachelor of Applied Science, University of South Australia, Australia, 2000

EXPERIENCE

Senior Forensic Scientist, 2011 – Present
Post Doctoral Research Scientist, PERC, University of Florida, 2006-2010
Graduate Research Assistant, IWRI, University of South Australia, 2001-2005

FIELDS OF EXPERIENCE

Dr. Stevens is currently one of the Senior Forensic Scientists for Integrated Forensic Laboratories, Incorporated. Integrated Forensic Laboratories is a full-service, private forensic laboratory and consulting firm. Dr. Stevens' responsibilities include casework, testimony and consulting.

Dr. Stevens is a court-qualified expert witness in the following disciplines; controlled substances and blood alcohol content testing. He has testified in court and has consulted on numerous forensic cases.

Dr. Stevens has more than ten years of professional experience in many fields of chemistry including minerals, mining, manufacturing, nanotechnology and particle science. He has collaborated on numerous interdisciplinary projects as well as military research with the US Army. Dr. Stevens holds several patent and provisional patents as well as several peer-reviewed tier-1 publications.

SELECTED TRAINING AND CONTINUING EDUCATION COMPLETED

Comprehensive Capillary Gas Chromatography Training, Restek, 8 hours, February 2012
Blood Alcohol Analysis by Headspace C-FID, Perkin Elmer, Webinar, 1 hour, January 2012
Advanced ATR Sampling, Thermo Scientific, Webinar, 1 Hour, January 2012
Expert Testimony Training for the Prosecutor and Scientist I, RTI International, 1 hour, January 2012
Forensic Mass Spectrometry, West Virginia University Extended Learning, 32 hours, November 2011.
Chemistry Section Training in Controlled Substance and Blood Alcohol Concentration, Integrated Forensic Laboratories, 160 hours, August 2011

SELECTED LEARNED AND HONORED SOCIETIES

Golden Key National Honors Society, Lifetime Member.

SELECTED PUBLICATIONS AND PATENTS

Electromagnetic Radiation Based Heating, Ignition and Luminescence of Functionalized Fullerenes, V. Krishna, K. Zawoy, B. Moudgil, B. Koopman, N. Stevens, University of Florida, Particle Engineering Research Center, Application Number Pending

Devices for Thermally Induced Transformations Controlled by Irradiation of Functionalized Fullerenes, V. Krishna, B. Moudgil, B. Koopman, N. Stevens, K. Powers, University of Florida, Particle Engineering Research Center, Application Number 61/113,698

- V. Krishna, N. Stevens, B. Koopman, B. Moudgil. Optical Heating and Rapid Transformation of Functionalized Fullerenes, *Nature Nanotechnology*, 5, 330-334, 2010
- N. Stevens, S. Tedeschi, M. Djomilija, B. Moudgil. 2008, *Fundamental Forces in Powder Flow*, invited book chapter, *Particle Systems in Bio and Nanotechnologies*, 165-192, Taylor and Francis, 2009.
- N. Stevens, S. Tedeschi, K. Powers, B. Moudgil, H. El-Shall, Controlling Unconfined Yield Strength in a Humid Environment through Surface Modification of Powders, *Powder Technology*, 191, 170-175, 2009
- S. Tedeschi, N. Stevens, D. Cepeda, Y.Y. Lee, A. Ranade, K. Powers, H. El-Shall, Novel Supercritical Fluid Processing Techniques for the Production of an Aerosol, *Powder Technology*, 191, 188-193, 2009
- N. Stevens, R. Sedev and J. Ralston, The Uniform Capillary Method for Packed Beds and Particle Wettability, *Journal of Colloid and Interface Science*, 2009, 337, 162-169.
- C. Priest, N. Stevens, B. Skinner, R. Sedev, J. Ralston, 2008, Inferring Wettability of Heterogeneous Surfaces by ToF-SIMS, *Journal of Colloid and Interface Science*, (2008), 320(2), 563-568
Selected Presentations and Lectures Authored
- Kevin W. Powers, Nathanael I. Stevens, Passivation and Minimum Exposable Concentration of Aluminum Flakes. Army Aerosol Conference, Edgewood, Md. January 7, 2008.
- Nathanael I. Stevens, Packing and Dissemination of High Aspect Ratio Particles. Particle Engineering Research Center Industrial Advisory Board Meeting, Gainesville, Fl. October 4-5, 2007.
- Nathanael I. Stevens, Drying, Packing and Dissemination of IR Obscurant Materials. Army Obscurants Annual Meeting, Cocoa Beach, Fl. May 21-23, 2007.
- Nathanael I. Stevens, Supercritical and Freeze Drying Techniques to Improve Dry Powder Dispersion. Particle Engineering Research Center Industrial Advisory Board Meeting, Gainesville, Fl. April 4-5, 2007.
- Nathanael I. Stevens, Contact Angles on Particles, Particle Engineering Research Center Industrial Advisory Board Meeting, Gainesville, Fl. February 14-15, 2006.
- Nathanael I. Stevens, Dispersion of High Aspect Ratio Particles in Air, AIChE Spring Conference- Fifth World Congress on Particle Technology, Orlando, FL April 23-27, 2006.
- Nathanael I. Stevens, Dispersion and Dissemination Strategies for High Aspect Ratio Obscurants. Army Obscurants Conference, Orlando, Fl. June 6-10, 2005

References and Comparable Data

Wes Blair, Assistant Chief of Police

Lancaster Police Department (Texas)

WBlair@Lancaster-tx.com

(972) 218-2700

Terry Powell, Chief of Police,

Cleburne Police Department (Texas)

Terry.Powell@Cleburne.net

(817) 645-0971

Keith Denning, Commander,

Mansfield Police Department (Texas)

Keith.Denning@Mansfield-tx.gov

(817) 276-4700

Charlie Brandenburg, Assistant District Attorney

Tarrant County District Attorney's Office

CBrandenberg@TarrantCounty.com

(817) 884-1400

Additional Information

IFL is a full-service, accredited, crime lab and is capable of offering the city other forensic services such as firearms, tool marks, biology, blood alcohol/toxicology, and others. This would allow the EPPD CL to potentially become a full-service crime lab with no set up costs.

IFL is an experienced trainer. We can provide forensic related classes in photography, crime scene, collection of touch DNA, and others. We can provide these classes to EPPD at little to no cost.

As a law enforcement service company, IFL can provide other law enforcement services, should it ever be desired by the city, such as crime analysis, property/evidence control, records, and even purchasing. This would allow EPPD to maintain, or even lower, costs for other necessary law enforcement related services.

IFL can offer limited free DNA testing on violent and property crimes through The University of North Texas – Health Science Center. This service includes CODIS entry of DNA information. Serology and shipping costs may apply.

In short, IFL is prepared and capable of forming a long-term, mutually beneficial relationship with EPPD and the City of El Paso.

IFL Statements

1. IFL will provide for the maintenance, operation, staffing and management of an on-site, accredited forensic crime lab handling the functions of controlled substance analysis to further case evidence, investigation and prosecution.
2. IFL will adhere to all applicable federal, state and local laws; industry standards; ASCLD/LAB accreditation requirements; DPS accreditation requirements; and policies and procedures of the City and EPPD as applicable to conducting operations in a City facility.
3. IFL will provide a 90%, 5 working day turn-around, on-time performance of controlled substance testing. Furthermore, IFL will make every reasonable effort to provide a shorter turn-around time, when necessary for case investigation or prosecutorial efforts.
4. IFL will provide court-qualified forensic scientists for testimony or for meetings with County and District attorneys, as needed. There will be no charge for testimony.
5. IFL will be solely responsible for any and all expenses associated with carrying out the functions of analysis, except as otherwise specified, to include but not limited to, payments to subcontractors, travel, postage, shipping, copies, office supplies, and any equipment and materials not already specifically provided by the City.
6. IFL will be solely responsible for all personnel costs, including but not be limited to, salaries, benefits, and worker's compensation coverage.
7. IFL will coordinate with EPPD personnel for internal record-keeping and tracking of controlled substance evidence to ensure proper record-keeping and tracking of the controlled substance analyses and evidence and to ensure proper chain of custody is maintained at all times. Furthermore, IFL will coordinate with EPPD personnel to simplify the evidence transfer process.
8. IFL agrees that any and all records associated with any EPPD case are and will remain the property of the City. These records will be made available in a timely manner upon request by the City, and that the City be deemed custodian of such records.

9. IFL agrees that the City will retain the right to unfettered access to the EPPD facility, including the right to inspect, copy, and audit any books, records, and computers to monitor the operation and management of the laboratory, at any time without unreasonable delay. Please note – due to accreditation requirements, non-IFL or non-authorized personnel must be escorted. Furthermore, IFL agrees to provide these records and databases to the City, at any time, within a reasonable timeframe.

10. IFL will provide monthly and yearly reports that itemize all services performed. IFL also agrees that the reports will contain the minimum amount of information as required by the City or EPPD. IFL will provide any other reports as reasonably requested by the City or EPPD.

11. IFL will ensure that personnel, who work on this project, will be qualified, trained and have successfully passed the City's background check. IFL shall be solely responsible for hiring and training of personnel and ensuring that all personnel are qualified to perform the lab functions. IFL will provide proof of qualifications, training and background check results to the City or EPPD, if requested.

12. IFL agrees that its personnel will adhere to applicable City and EPPD policies and regulations regarding access to the property and confidentiality of information.

13. IFL agrees to bear any business license costs.

14. IFL agrees to bear any and all maintenance and repair costs of contractor-owned equipment.

15. IFL agrees to bear any and all computer hardware and software costs necessary for performance of the lab functions.

16. IFL agrees to provide court-ordered restitution forms with case reports and that all court-ordered restitution forms will direct remittance to and solely for the City.

17. IFL agrees to be responsible for any and all expense generated from the engagement of the services of any agent, assistant, person, or corporation for the purposes of operating the crime lab. IFL also agrees to seek the City's prior written approval for the engagement of the services of any agent, assistant, person, or corporation.

18. IFL agrees that City property will only be used for the maintenance, management and daily operation of an accredited crime laboratory. In connection with such usage and activities, all IFL personnel shall comply with rules and regulations for the property and shall conduct themselves in a manner so as to not interfere with other business and operations and the property.

Authorization

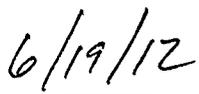
All statements made in this proposal are true and accurate. I, Ronald T. Fazio, am fully authorized by Integrated Laboratories, Inc. to make this proposal.



Ronald T. Fazio

President and Laboratory Director

Integrated Forensic Laboratories, Inc.



Date

EXHIBIT C

The Property

The Forensic Crime Laboratory made the subject of this Agreement is located at the El Paso Police Department Headquarters, 911 N. Raynor, El Paso, Texas 79903. The Property encompasses approximately 1,201 square feet, which includes an office area, laboratory and vault, broken down as follows (approximate measurements):

- Chemist office 24' x 8' = 192 sq. ft.
- Laboratory 38' x 18' = 684 sq. ft.
- Vault 25' x 13' = 325 sq. ft.

[Diagram of the El Paso Police Crime Laboratory follows on the next page]

El Paso Police Crime Laboratory Dimensions

Total of 1,201 square feet for IFL

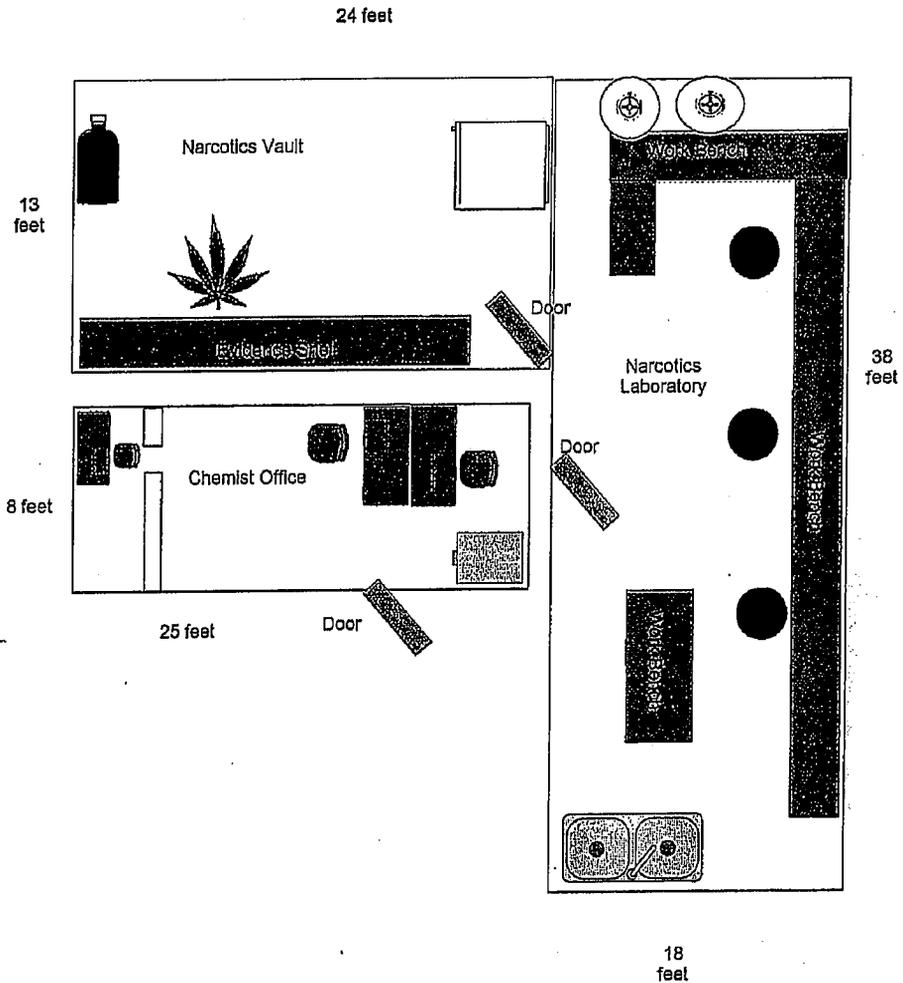


Exhibit D

Supplies and equipment being provided by the City are listed in the spreadsheet that follows.

<u>Equipment</u>	<u>Manufacturer</u>	<u>Serial #</u>	<u>EPPD Tag #</u>	<u>Model #</u>
FT-IR	Nicolet	AGL0500140		380
Desktop Tower	Dell			
Monitor and keyboard		DJ55JZ61		
DeskJet Printer	HP		0038536	D4260
UV-VIS Spectrophotometer	Shimadzu		CAP 0152789	UV-2450
Computer Tower	Dell Precision		CAP0152791	T3500
Dell Monitor & Keyboard				
Digital Scale	Sartorius 1		CAP 0152896	
Digital Scale	Sartorius 2		CAP 0152897	
Digital Scale	Sartorius 3		CAP 0152898	
Digital Scale	Sartorius 4		CAP 0152895	
Digital Scale	Sartorius 5		CAP 0152677	
Microscope	Bausch & Lomb		0011403	
Microscope	Stereo Master		0037243	
Desktop w/keyboard & Monitor	Dell	GX 620	01374914	
Mobile desk assembly				
Power Surge Protector Supply	TRIPP - Lite			
GC/MS and Auto Sampler	Thermo Scientific			AS300
Desktop	Dell			
Laser Jet Printer	HP			
Monitor/KB				
Two Plastic Bag Sealer		H-293		

Centrifuge			0011408	
Ultrasonicator	Aquasonic		0114805	Model 75 T
Ultrasound	Thermo Electron Corp.	SW 201699		
Lab Timer	Fisher 151		0011410	
Maxi Mix II	Thermolyne		0020225	37600
Fuming Hood #2	Labconco	82401	44917	
Fuming Hood #3	Mott	22394		7231000
Lab wall-shelf unit / Chemicals			0011342	
Lab wall-shelf unit / Beakers			0011341	
Lab wall-shelf unit / Chemicals and Beakers			0011339	
Rolling Shelf Unit with Manuals				
One portable collapsible table				
Storage Cabinet Woodtop			0039127	
Refrigerator	Roper		0028022	
Rotating Filing Cabinet			0011254	
Rotating Filing Cabinet			(Old tag) 15128	
Flammable Storage Cabinet			0020553	
Flammable Storage Cabinet			0039025	

Flammable Storage Cabinet		0039024
Seven Metal Shelf Units w/assorted supplies, equipment, and evidence.		
One metal table		
One lab cart		
One officer chair / blue		
One brown filing cabinet		0008050
Five rolling lab chairs		
OFFICE		
One - two desk - cubicle		
Two chairs		
Desktop	Dell	CAP0148348
Monitor		0038974
Speakers		
Desktop	Dell	0137449
One wood shelf		0028222
One wood shelf		0027223
Metal Shelf unit w/ multiple publications		

NIST Calibration Weights	Sartorius	00688
NIST Calibration Weights	Sartorius	00689
Two 25lbs weights		
Two-six Wall Locker Units		



El Paso Police Department Crime Laboratory Services

Outsourcing



August 28, 2012



EPPD Crime Lab History

- Conducted marijuana analysis since mid-1980's
- Since 2006, analysis of marijuana, controlled substances and dangerous drugs
- Good turn-around times were facilitated
- In 2011, accreditation audit findings pointed to the lack of a lab manager with both managerial authority and technical expertise
- To remedy findings, we retained Integrated Forensic Laboratories, Inc. (IFL) to assist
- Recruitment for a qualified lab manager was unsuccessful
- Ronald Fazio was contracted as Interim Lab Director
- Options for the lab were evaluated



EPPD Crime Laboratory Functions

Analysis of:

- Controlled Substances
- Marijuana
- Dangerous Drugs



Average Annual Case Volume:

- Cases Received—915
- Marijuana Cases Tested—252
- Controlled Substance Cases Tested—370



Crime Lab Services Options Evaluated

- In-house
- TX Department of Public Safety (DPS)
- Outsource via Mail
- Outsource On-Site

Deemed in best interest of the City, the Department, and the community to outsource lab services on-site at the police headquarters lab



Outsource On-Site Option Most Beneficial

- Technical and Managerial Expertise
- Turn-Around Time
- Accreditation Issues
- Civil Service Employment/Pay Issues Eliminated
- Potential Expansion into Other Service Areas
- Cost Reasonable
- Cost Beneficial
- DA's Office Receptive
- Allows sworn staff to be reassigned other needed roles



Solicitation Process

- Request for Qualifications #2012-189R released June 5, 2012
- IFL was the sole responsive bidder.



About IFL

- Full-service independent, accredited crime laboratory
- Incorporated in 2006, accredited in 2007
- Accredited by the American Society of Crime Laboratory Directors – Laboratory Accreditation Board (ASCLD – LAB) and the Texas DPS Crime Laboratory
- IFL works only with law enforcement agencies with experienced forensic scientists
- Currently provides services to the Lancaster, TX Police Department through a similar on-site outsourcing arrangement
- IFL serves 30 law enforcement agencies and processes about 4000 forensic cases annually (Mansfield, Tarrant County, Cleburne)



Cost Comparison

Current annual cost to City for crime lab--\$508,000

Cost for IFL to operate the lab:

- Year 1 - \$466,500
- Year 2 - \$474,075
- Year 3 - \$481,229
- Year 4 - \$523,253
- Year 5 - \$547,440



Questions / Comments

