

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **SS9055-7/11**

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES NO

Requisition/Project No: ROPM1100158 TERM OF CONTRACT: 5 years with 0 five options-to-renew

Requisition/Project Title: NORITSU MAINTENANCE SERVICES

Description: The purpose of this agreement is to establish a contract for the purchase of maintenance and repair services in conjunction with the County's needs on an as needed when needed basis.

User Department(s): MEDICAL EXAMINER
 Issuing Department: DEPARTMENT OF PROCUREMENT MANAGEMENT
 Contact Person: MARTHA GAROFOLO Phone: 305-375-4265
 Estimated Cost: \$61,385.00
 Funding Source: GENERAL FUNDS

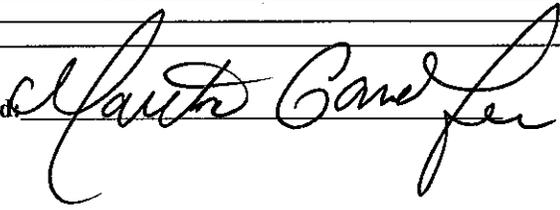
ANALYSIS

Commodity/Service No: <u>490-55</u>	SIC:	
Trade/Commodity/Service Opportunities		
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> If this is a New Contract/Purchase with no Previous History		
EXISTING		2ND YEAR
3RD YEAR		
Contractor:		
Small Business Enterprise:		
Contract Value:		
Comments:		
Continued on another page (s): ___ Yes ___ No		

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		

Basis of Recommendation:

Signed: 

Date to SBD: AUGUST 22, 2011
 Date Returned to DPM: _____

August 21, 2011

Carol Kyle
Noritsu American Corporation
6900 Noritsu Avenue
Buena Park, CA 90620-1372

Re: Contract No. REO#ROPM1100158, Noritsu Maintenance Services

Dear Ms. Kyle:

Miami-Dade County, hereinafter referred to as the County, would like to establish the above mentioned contract with your firm (hereinafter referred to as the "Contractor") to procure Maintenance Services for QSS 3101 Digital Mini-Lab located at Miami-Dade's Medical Examiners. Prior to issuing a purchase order to your firm, the County requires your firm's acceptance with regards to the following requirements:

1) DEFINITIONS

- a. The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all other attachments hereto and all amendments issued hereto.
- b. The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- c. The word "Contractor" to mean Noritsu America Corporation and its permitted successors and assigns.
- d. The word "Days" to mean Calendar Days.
- e. The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

2) CONTRACT TERM

The Contract shall become effective on January 1, 2012 and shall be for the duration of five (5) years.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

3) NOTICE REQUIREMENTS

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(i) to the County

a) to the Project Manager:

Miami-Dade County
Medical Examiner
Attention: Theresa Bryant
Phone: (305) 547-5721
Fax: (305) 547-2435

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(ii) To the Contractor

Attention: Carol Kyle

Phone: (714) 521-9040
Fax: (714) 670-2049
E-mail: ckyle@noritsu.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

- 4) The Contractor shall provide services to the County in accordance with Appendix A, Scope of Services.
- 5) The Contractor shall be paid in accordance with Appendix B, Price Schedule.
- 6) Order of Precedence: If there is a conflict between or among the provisions of this Contract, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B).
- 7) This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Contract, and that this Contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment approved by the County.

8) UNLIMITED LABOR AND MATERIALS

The Contractor shall furnish unlimited labor, materials, tools, supplies, parts and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

9) PRICE ADJUSTMENTS

After the initial one (1) year period, and at each anniversary thereafter, the Contractor shall have the option to submit a written request for a price adjustment to the County based on changes in the following pricing index: Consumer Price Index (CPI) for all urban consumer, based on other goods & services for Miami-Ft. Lauderdale Area.

It is the Contactor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the Contactor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The Contactor adjustment request should not be in excess of the relevant pricing index change.

If no adjustment request is received from the Contactor, the County will assume that the Contactor has agreed that the next term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the Contactor and/or to not continue the contract based on such price adjustments. Continuation of the contract beyond the initial term, and any anniversary term, is a County prerogative, and not a right of the Contactor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

10) PAYMENT TERMS

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month (Staff to Review- depends on the type of the service/product and contract), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice.

All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Attention: Yeseny Serra, Accountant 3
Medical Examiners Office, 11th District
One Bob Hope Road
Miami, Florida 33136-1133

Phone: (305) 547-3766
Fax: (305) 547-2435

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

11) TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

12) TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

13) INSPECTOR GENERAL

Pursuant to Miami-Dade County Ordinance No. 97-215, the purchase order will include the Independent Private Sector Inspector General requirements. This ordinance requires a ¼ of 1% reduction from the total price of the vendor's invoice.

14) COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, which implements the User Access Program (UAP), new contract awards issued by Department of Procurement Management require a 2% reduction from the total price of any vendor invoice issued.

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

15) **INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT** (PENDING FROM RISK MANAGEMENT)

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate

to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor.

16) VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**

(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms** (as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County

- Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- 16. Office of the Inspector General** (Section 2-1076 of the County Code)
- 17. Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
- 18. Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

- b) **Conflict of Interest**
Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

17) LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

18) SHIPPING TERMS: F.O.B. DESTINATION

Contractor shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

19) ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation identifies a specific facility to be serviced, it is hereby agreed and understood that any County department or government agencies may be added to this contract at the option of the County. When required by the pricing structure of the contract, the Contractor under this contract shall be invited to submit price quotes for these additional facilities.

If you have questions please contact Martha Garofolo at (305) 375-4265.

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary

Corporate Seal/Notary

Attachments: Appendix A
 Appendix B
 Affidavits

APPENDIX A Scope of Services

INTRODUCTION

Miami-Dade County, hereafter referred to as the County, as represented by Miami-Dade County's Medical Examiner is contracting to purchase maintenance services for the QSS3101 (LP-2200 Serial Number 20350982, PP-1223SM-2 Serial Number 19960198, SI-2600-3 Serial Number 19891112) Digital Mini-Lab located at Miami-Dade County's Medical Examiner, One Bob Hope Road, Miami, Florida 33136-1133.

SCOPE

This service agreement shall consist of the following:

1. Unlimited Labor Required for repair
2. Unlimited Parts required for repair (parts shall be ordered and installed by Noritsu Technical Services personnel or by a Noritsu authorized third party provider)
3. Two preventive maintenance calls per year
4. Free unlimited access to Noritsu America Corporation's Customer Service Desk (hotline)
5. Free "Priority Shipping" for emergency parts (by 10:30 AM the following Business day)
6. Free Software Upgrades
7. Consumables are not included
8. All service and repair work to be performed by Noritsu's trained Technicians
9. All replacement parts shall be new and from the Original Equipment Manufacturer (OEM)
10. All equipment maintenance and repair services shall be performed during County business hours from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays observed by the County
11. Service Technicians must wear proper identification or badges when performing services within County facilities, and be able to present proper identification when requested. In the case of high security departments, Technicians must be prepared to be submitted to prescreening and background checks

**APPENDIX B
Price Schedule**

Contract Inception:

January 1, 2012 through December 31, 2012 \$12,277.00 annually

Contract duration: five (5) years

As per Appendix A, Price Adjustments, after the initial one (1) year period, and at each anniversary thereafter, the Contractor shall have the option to submit a written request for a price adjustment to the County based on changes in the following pricing index: Consumer Price Index (CPI) for all urban consumer, based on other goods & services for Miami-Ft. Lauderdale Area.

It is the Contactor's responsibility to request any pricing adjustment under this provision.



Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

Table with 2 columns and 10 rows listing various Miami-Dade County regulations and codes, such as 'Miami-Dade County Ownership Disclosure' and 'Miami-Dade County Vendor Obligation to County'.

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me [] or has produced identification []

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

 Prime Contractor/Respondent's Signature

 Print Name
 (Duplicate if additional space is needed)

 Print Title

 Date
 FORM 100

NORITSU



Noritsu America Corporation 6900 Noritsu Avenue, Buena Park, 90620-1372 Tel (714) 521-9040 Fax (714) 670-2049

June 23, 2011

MIAMI-DADE COUNTY
MEDICAL EXAMINER
1 BOB HOPE ROAD
MIAMI, FL 33136-1133

Customer No: 7801381-00001
Service/Warranty/Maintenance Agreement
Quote to replace Contract No. SC0016160
Equipment location: SAME AS ABOVE

Dear Noritsu Customer:

Listed below is a quotation for a B2B Noritsu Service Agreement for your QSS-3101. The Service Agreement that you have with Noritsu America Corporation to ensure the reliability of this equipment will expire on November 30, 2011.

B2B for the QSS-3101 (LP-2200 S/N 203S0982, PP-1223SM-2 S/N 19960198, SI-2600-3 S/N 19891112)

QUOTE FOR 1 YEAR SERVICE AGREEMENT \$12,277.00 (12/1/11 to 11/30/12)
(This quote is subject to price increases and equipment inspection if not renewed by 12/1/11)

B2B:

- ◆ Unlimited Labor required for repair
- ◆ Unlimited Parts required for repair ***
- ◆ Two Preventive Maintenance Calls per year (up to 4 hours each)****
- ◆ Free unlimited access to NAC's Customer Service Desk (Hotline)
- ◆ Free "Priority Shipping" for emergency parts.
- ◆ Free Software Upgrades

*By 10:30 AM the following business day in most locations

***Parts need to be ordered and installed by Noritsu Technical Service personnel or by a Noritsu authorized third party provider

Consumables are not included in any of the service agreements

PLEASE NOTE

Terms of Service Agreement purchase:

If issuing a PO please indicate billing to be in advance yearly, semi yearly, quarterly, monthly, or monthly with credit card. Noritsu will not accept payments at the end of the service agreement. Also, please include whether invoices should be electronically transmitted or mailed.

After you have reviewed this information and should have any questions and/or need additional information please call:

Carol Kyle, East Coast Office: (973) 808-9898 extension 3105

Fax: 973-808-0140

Email: ckyle@noritsu.com

NORITSU



Noritsu America Corporation, 6900 Noritsu Avenue, Buena Park, 90620-1372 Tel (714) 521-9040 Fax (714) 670-2049

Noritsu is the sole manufacturer of Noritsu equipment as well as of any parts needed to repair the equipment.
Noritsu uses only its' own trained technicians for service and repair of its equipment
Noritsu Service Agreements are not listed on GSA Federal Supply Schedule

For payment, if using a PO, please add to your line item: whether paying annually, annually in arrears, monthly or monthly in arrears. Also, please include whether invoices should be electronically transmitted or mailed.

Thank you and best regards,

Noritsu Technical Services

Justification/Input Document for "Bid Waiver"

NORITSU QSS-3101 MINI-LAB SERVICE AGREEMENT

ITB # _____

It is the policy of Miami-Dade County, to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes DPM can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to the CA Office for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process.

Purchase Requisition No. _____ Contract # _____ Est. Value: 12,277
 Proposed Vendor: Noritsu America Corp. Date Required: 12/1/2011 Comm. #: _____
 Previous Contract #: SS9055-1/11-1 Estimated Cost: 11,908.89 BCC Date: _____

See "Justification Continued" below

Noritsu America Corporation is the sole provider for a RSA-40 service agreement for the QSS-3101 equipment. This type of service cannot be purchased anywhere else in the world and it is needed to maintain the integrity of the equipment. Any work done on Noritsu equipment by personnel not employed by Noritsu will void the equipment warranty.

Noritsu is the only vendor that has the technicians and the parts to maintain this equipment. If at any time this equipment is repaired by an un-authorized technician it would be considered neglected and therefore void eligibility for future service contract coverage by Noritsu. Noritsu America Corporation is the exclusive sole source for the QSS-3101 Fully Digital Photographic Minilab System. Noritsu America Corporation utilizes no subcontractors, agents and/or dealers in the performance of installation, service, support or sales of the Noritsu product line. Noritsu America Corporation has over 300 Noritsu employed technical service representatives throughout the United States of America with 4 Technical Service Representatives in the Miami Metro area and another 4 within a 90 minute drive devoted solely to support and service of Noritsu Photographic Imaging Systems.

There are no proposed actions at this time. Noritsu is the only vendor that can properly service this equipment. This unquestionably best meets the needs of the Department and the County. In the future, if there is a qualified vendor to do the required maintenance we will submit a request for a competitive bid.

Theresa Bryant (305) 547-5721
 Contact Person and Phone #

[Signature]
 Department Director's Approval
 Date Approved: June 29, 2011

[Handwritten notes]
 OK to proceed 6/18/11

Justification Continued

This is a request to obtain a Service Agreement with Noritsu for the Medical Examiner's Mini Photo Lab (model QSS 3101). Software maintenance and technical support are required for the Mini Photo Lab to facilitate technical support, software upgrades and timely repairs of the Mini Lab.

This equipment is used to print evidentiary photographic images for Departmental case records. The ME is not the only benefactor of the Mini Photo Lab. Various law enforcement agencies consistently call upon the ME to provide photo images pertinent to cases that are under their jurisdictions. The mini lab is essential for the ME's mission of "providing professional death investigations".

- a. The company shall provide covered parts and equipment modifications the company deems necessary to correct defects of the equipment at no charge to the customer.
- b. The company shall provide forty (40) hours of service labor per year the agreement is in effect.
- c. The company must provide factory trained OEM certified field service engineers to repair this equipment.
- d. The company must be able to provide at least 2 on-site preventative maintenance service calls per year.
- e. The company must be able to provide emergency field service on demand.

FOR DPW USE ONLY

Department's	Photographer's	Address	City	State	Zip
Insurance Type	Amount	Policy No.	Effective Date	Expiration Date	
Performance Payment To	Contract No.	Contract Date	Contract Status	Contract Value	
Contract Consolidation	Contract Dates	Contract Value	Contract Status	Contract Value	