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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(O)(1)(I)

Resolution No. R-331-11

Subject: Recommendation for Approval to Award Contract No. RFP735, Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to the University of Miami to provide a Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program for the Miami-Dade Police Department.

CONTRACT NUMBER: RFP735

CONTRACT TITLE: Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program

TERM: Three years with one, three-year option-to-renew

APPROVAL TO ADVERTISE: August 30, 2010

METHOD OF AWARD: To the responsive and responsible proposer whose offer results in the best value to the County.

PREVIOUS CONTRACT AMOUNT: $742,836 for a one year period.

CONTRACT AMOUNT: $2,801,000 for the initial three year period
If the County chooses to exercise the three year option-to-renew, the cumulative value will be $5,870,000.

USING/MANAGING AGENCIES AND FUNDING SOURCES:

Department	Allocation	Funding Source	Contract Manager
Miami-Dade Police Department	$ 2,801,000	General Fund	Joy Stewart
Total	**$ 2,801,000**		

DPM OFFICER: Amado Gonzalez, Department of Procurement Management

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
University of Miami (Local vendor)	1252 Memorial Dr. Ashe Bldg., Rm. 230 Coral Gables, FL 33146	Donna E. Shalala, President

PERFORMANCE DATA: There are no performance issues with the recommended vendor.

COMPLIANCE DATA: There are no compliance issues with the recommended vendor.

VENDOR(S) NOT RECOMMENDED FOR AWARD: None

REVIEW COMMITTEE DATE: May 12, 2010

CONTRACT MEASURES: A Small Business Enterprise (SBE) Selection Factor was applied in accordance with the Ordinance.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the Board of County Commissioners and expiration of the mayoral veto period.

BACKGROUND

The Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program is used by the Miami-Dade Police Department (MDPD) and participating government agencies to include the Florida Highway Patrol, Florida Marine Patrol, Miami-Dade State Attorney's Office, Miami-Dade Public Defender's Office, and over thirty municipal police agencies with operations in Miami-Dade County. The Program is administered by MDPD.

Drivers arrested for DUI are required by Florida Statutes to submit to alcohol and/or drug testing. Drivers involved in an accident resulting in a serious injury or fatality are also required to submit to alcohol and/or drug testing, if the investigating law enforcement official finds probable cause that the driver maybe impaired. The Program provides for analysis of DUI blood and urine samples collected for testing by a laboratory with extensive experience in forensic human performance drug testing and DUI procedures.

The Program also includes expert testimony services in depositions, hearings, and criminal trials regarding toxicological analyses, pharmacological effects of drugs, and/or alcohol detected in samples.

This replacement contract includes the cost to replace outdated analytical equipment used to perform the testing as well as the addition of a full time quality control administrator. These costs were not part of the previous contract. Through negotiations with the vendor, the County was able to reduce the vendor's proposed pricing by approximately $100,000 per year for the term of the contract, including the option to renew years.

Assistant County Manager

3/1/11
Date

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(I)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(I)
5-3-11

RESOLUTION NO. R-331-11

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $5,870,000 WITH THE UNIVERSITY OF MIAMI TO PROVIDE A FORENSIC DRIVING-UNDER-THE-INFLUENCE (DUI) TOXICOLOGY LABORATORY PROGRAM, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP735

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the amount of $5,870,000 with the University of Miami, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Jean Monestime	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

Forensic Driving-Under-the-Influence (DUI)
Toxicology Laboratory Program
Contract No. RFP735

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between University of Miami, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1400 N.W. 10 Avenue, Suite 1007, Miami, Florida 33136 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 735 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 21, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor to provide the Services through the Program for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 735 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) 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.

d) The word "Contractor" to mean University of Miami and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

j) The words "Report of Toxicology" to mean the toxicology report that is the result of all-toxicological testing performed on the questioned sample, and signed by the appropriate toxicology staff member.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Support Documents" to mean a copy of the final Report of Toxicology and supporting documents to include the analytical data for each analyte identified in each sample tested and reported, positive and negative quality control data from the run

containing the sample in question, chain of custody documents verifying the handling of the sample. The appropriate laboratory staff will certify the data package of Support Documents.

n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 735 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement 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 duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but

necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, 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.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall continue through the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for an additional three-year period. 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.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement 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:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Miami-Dade Police Department
9105 N.W. 25th Street
Doral, FL 33172
Attention: Director
Phone: (305) 471-2565
Fax: (305) 471-1739

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

(2) **To the Contractor**

University of Miami
1400 N.W. 10 Avenue, Suite 1007
Miami, FL 33136
Attention: Aurora Candelaria, Director
Phone: (305) 243-6232
Fax: (305) 243-4611
E-mail: acandela@med.miami.edu

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.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be pursuant to Price Schedule, Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

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, 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 (45) 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 that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Contractor shall remit any amount collected for Support Documents and submit invoices and associated back-up documentation in duplicate to the County as follows:

Miami-Dade Police Department
Accounts Payable
9105 N.W. 25th Street, 3049
Miami, Florida 33172
Attention: Maria Carrasquillo

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to the latest edition of Best's Insurance Guide published 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 Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. 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 herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove

an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all

matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which

is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information.. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's

creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the

amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All data, transactions of all forms, medical information, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, or the results of such

Services, constitute Confidential Information and may not, without the necessary prior written consents be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than that described in this Agreement, unless required by law or as excepted by Florida Statute 316.193.

In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law.

ARTICLE 29. PROPRIETARY INFORMATION

(Intentionally Omitted)

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) ~~Except as otherwise provided in subsections a, b, and c above, or elsewhere herein,~~ the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. 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 Employment Drug-free Workplace Certification*** *(Section 2-8.1.2(b) of the County Code)*
4. ***Miami-Dade 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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the

Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. 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, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2%

UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 41. LABORATORY ACCREDITATION

The County and Contractor acknowledge that the Contractor is working towards accreditation by the American Board of Forensic Toxicology or by any other accrediting entity deemed by law. The Contractor anticipates having such accreditation prior to the end of the initial term of the Agreement. The County will take into consideration the achieving of such accreditation in determining to exercise any option to renew, pursuant to Article 5 of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Jill F. Tincher	By:
Name: Jill Frazier Tincher	Name:
Title: Senior Director Research Administration	Title:
Date: 1/21/11	Date:
Attest: Elisa Rangel Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
ELISA RANGEL Commission # EE 020121 Expires October 11, 2014 Bonded Thru Troy Fain Insurance 800-385-7019	Assistant County Attorney

SCOPE OF SERVICES

1. BACKGROUND

The County is contracting for a Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program for the Miami-Dade Police Department (MDPD) and participating government agencies through MDPD to include the Miami-Dade State Attorney's Office, the Miami-Dade Public Defender's Office, and the County's over 30 police agencies with operations in Miami-Dade County for enforcement of DUI laws. Services shall be provided with reliability and security protocols as required by the judicial system. The samples to be analyzed will include blood and/or urine collected from drivers arrested for DUI in the County by the Florida Highway Patrol, Miami-Dade Police Department, the Florida Marine Patrol, or any of the police departments of municipalities located in the County. Expert testimony will be required in depositions, hearings, and criminal trials arising from cases regarding the toxicological analyses and/or pharmacological effects of drugs and/or alcohol detected in case samples.

The Florida Implied Consent Statute 316.19 32 (epseq.), 322.63, 322.64 and 327.352 (epseq.) dealing with DUI of alcohol and other intoxicating substances requires that drivers arrested for DUI submit to a test of breath or blood for alcohol and/or of blood or urine for intoxicating drugs. In addition, drivers involved in an accident resulting in a serious injury or fatality are required to submit to a blood analysis for alcohol and/or drugs if investigating police find probable cause to believe that they are impaired. The blood and urine testing requires analysis by a laboratory with extensive experience in Forensic Human Performance Drug Testing, DUI procedures, and requires toxicological interpretation and expert opinions to investigating officers, and in the courts.

It is anticipated that the annual sample volume will be approximately 600 urine samples to be analyzed for drugs and 400 blood samples to be analyzed for alcohol. A blood sample may also require analysis for drugs if the sample is at, or below, a certain blood alcohol threshold level, or if requested by the Assistant State Attorney or law enforcement. It is estimated that over 85% of urine samples will be positive for one or more drug categories with an additional 35% being positive for 4 or more drugs and/or metabolites and 35% of blood samples will require confirmation and or quantification of one or more drug/metabolites.

2. QUALIFICATIONS

Preferred Qualifications
The Contractor should maintain the preferred qualifications listed herein:

A. At least five years of experience as a forensic toxicology laboratory performing routine testing and testimony in DUI enforcement cases.

B. At least five years experience with the following:

1. Providing expert testimony, training, and consultation services to the State Attorney's Office (SAO) and Miami-Dade Public Defender's Office (PDO).

2. Providing expert testimony, training, and consultation services to local law enforcement agencies such as Florida Highway Patrol, Miami-Dade Police Department (MDPD), or any local police agencies.

3. Providing analytical laboratory testing support to police agency Drug Recognition Experts involved in DUI enforcement.

3. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General

The Contractor shall:

1. Maintain and operate a facility that is properly equipped with the necessary instruments and equipment to provide the services stated herein. Additionally, the Contractor shall maintain security procedures and systems at the facility to ensure the integrity of the samples and testing.

2. Establish and maintain protocols for sample handling, screening, and confirmation of drugs in blood and urine and chain-of-custody procedures.

3. Make available at all times staff to provide expert testimony as analytical toxicology and pharmacology experts in depositions, hearings, and criminal trials.

4. Ensure timely attendance of staff members who are called to depositions and/or court. The facility performing the services stipulated herein, should be located within a 2-hour driving distance from the County and state court systems in Miami-Dade County.

5. Ensure the delivery of evidence expeditiously (no longer than 2-3 hours if requested) to County and state court systems in Miami-Dade County.

6. Be available via telephone and in person for extensive case consultations during normal laboratory hours and nights, weekends and holidays. Contractor shall respond to the County and SAO within two hours of a telephone call or within three hours if responding in person.

7. Provide laboratory services as described herein to support the Drug Recognition Expert (DRE) program that includes general procedures and protocols established by National Highway Traffic Safety Administration and operated by the various police agencies in the County

8. Provide other services related to the establishment of a forensic toxicology program, as may be requested by the County.

B. Sample Handling

The Contractor shall handle, test, and maintain samples in accordance with the following procedures:

1. The Contractor will receive samples from the MDPD Property and Evidence Bureau twice each week or directly from law enforcement officers on an "as needed basis." The Contractor must receive samples during routine and non-routine laboratory business hours. Samples will be labeled with case number bar codes by MDPD Property and Evidence Bureau and be accompanied by a properly completed external chain-of-custody.

2. Provide Sample Accessioning:
   Samples received by the Contractor shall be assigned a unique identifying laboratory number within the laboratory's record keeping system. The Contractor's number shall cross-reference with the following information: MDPD Case number, arresting agency's Case number, Name of Arrested, and Court Case number, if available. The cross-referencing shall enable any of the identifying information to be used to find the case record. In addition, the Contractor's laboratory record shall contain the police agency and name of arresting officer and the date of arrest. The bar coded MDPD case number may be used as the unique laboratory number. The Contractor shall digitize all paperwork received in a case and maintain such in an electronic file to expedite transfer of information to the Miami-Dade SAO, Miami-Dade PDO, and submitting law enforcement officers.

3. Chain-of-Custody:
   The Contractor shall maintain records of each person who has custody of a sample including the date and time that the sample came into the individual's possession, the reason for his/her possession of the sample (storage, analysis, transport, etc.), and the date and time of transfer of the sample to secure storage or to another authorized individual. The chain-of-custody from receipt to final disposition shall be unbroken for all samples handled. The documentary record of the Chain-of-Custody shall be available for presentation in court or in deposition when requested by an Officer of the Court.

4. Sample Storage:
   Original evidence containers and samples not being aliquotted for testing shall be maintained in secure refrigerated storage (less than 8 degrees C). Samples shall be stored within their original containers and packaging material, if possible. Storage refrigerator(s) shall be organized such that samples can be located when necessary. The Contractor shall be responsible for storing for a minimum of four years all samples under appropriate refrigeration. The Contractor shall maintain custody of all evidence under the Program, including any existing stored evidence from the previous Program and store them appropriately, unless written notice is provided by MDPD or SAO authorizing transfer or proper disposal of the evidence.

5. Security:
   The areas of the laboratory where samples are stored, handled, and analyzed and where records are stored shall be secure from unauthorized access. The security must be sufficient to ensure that no unauthorized person has the opportunity to tamper with the samples or records.

6. Proper Disposal of Evidence/Samples:
   When analyses have been completed for each case and a final report has been issued (Report of Toxicology Results), the evidence shall be stored by the laboratory for long-term storage and for transport to Court when needed. The Contractor shall, whenever possible, digitally image the evidence in lieu of transporting evidence which are biohazards to court. Samples shall be stored until the case is cleared by the Court and a "Disposal Notice" from the Miami-Dade SAO has been received by the laboratory. The Chain-of-Custody shall be maintained, including documentation of the evidence disposal.

7. The Contractor shall subscribe to and participate in proficiency testing programs such as College of American Pathologist, California Association of Toxicology, and FDLE surveys and shall maintain satisfactory performance.

C. Analysis

The Contractor shall perform the following analyses:

1. Blood Alcohol Analysis:

   Blood alcohol shall be measured by either a gas chromatographic (GC) or enzymatic (ADH=alcohol dehydrogenase) method as required by the Florida Department of Law Enforcement (FDLE) Rules (110-8 FAC). Headspace-dual column capillary GC is the preferred method because it enables the laboratory to test for volatile substances (inhalants) in addition to ethanol. Ethanol analysis shall be done in compliance with the FDLE regulations.

2. Urine Drug Analysis:

   The Contractor shall screen for all of the common drugs in the categories below. In addition, the Contractor shall perform surveillance of the on-going drug use scene in and around Miami-Dade County and develop procedures for drugs that may appear.

Those categories include, but are not limited to:

a) Central Nervous System Depressants:

Antihistamines, barbiturate class, benzodiazepine class, methaqualone, phenothiazines, carisoprodol/meprobamate, gamma-hydroxybutyric acid (GHB), zolpidem, zopiclone and zaleplon and related intoxicants

b) Central Nervous System Stimulants:

Cocaine, "amphetamines", methamphetamine, methylphenidate, phentermine, metcathinone, tryptamines and related intoxicants

c) Hallucinogens:

LSD, Mescaline, Psilocybin, 3,4-Methylenedioxyamphetamine (MDA), 3,4-Methylenedioxymethamphetamine (MDMA) Ecstasy, 3,4-Methylenedioxyethamphetamine (MDEA) Eve, 2,5dimethoxy-4-methylamphetamine (DOM), 2,4-dimethoxy-4bromophenethylamine (2-CB, "Nexus"), benzylpiperazines and related intoxicants.

d) Dissociative Anesthetics:

Phencyclidine (PCP), Ketamine, Dextromethorphan and PCP analogs and related intoxicants

e) Narcotic Analgesics:

Opiates and Semi-synthetic Opiates: heroin, 6-acetylmorphine, morphine, codeine, hydromorphone, hydrocodone, oxymorphone and in addition, methadone, meperidine, propoxyphene, "fentanyls", buprenorphine, tramadol, and related intoxicants. Metabolites, where appropriate, shall be included in analysis.

d) Inhalants:

Toluene, 1,1,1-trichloroethane, butane, freon, difluoroethane, chloroethane, nitrites and related intoxicants

e) Cannabinoids

Δ^9- Tetrahydrocannabinol (THC), 11-CarboxyTHC

It is well recognized that many chemicals capable of causing driver impairment may not fit into any one of the above categories. Therefore, the Contractor shall develop as comprehensive a toxicological testing program as possible in order to answer the question: "Did alcohol, drugs or other intoxicant cause or contribute to the altered behavior or performance in the suspect?". The Contractor's forensic toxicologists shall be technical experts on the most appropriate approach to driving-under-the-influence-of-drugs (DUID) testing and should exercise discretion to order further testing based on the preliminary results, positive or negative, or other relevant indicators such as those found in DRE reports. Many impairing chemicals may often be excreted in trace quantities or only as metabolites. The assay development must take into consideration the most appropriate target compounds.

All drugs detected in screening procedures shall be confirmed by a second analysis using a method based upon a different chemical or physical property from the screening method and yielding unequivocal identification of the drug. Gas Chromatography/Mass Spectrometry (GC/MS) and Liquid Chromatography/Mass Spectrometry (LC/MS) are the preferred methods for confirmation. A method used for screening shall provide sufficient sensitivity to detect the target analytes in the urine of individuals who are impaired by the drugs at the time of sample collection. Confirmatory procedures shall have greater sensitivity than those used for screening. If an active drug is excreted in urine during the acute phase of impairment, it should be the target of the confirmatory test. However, for drugs such as marijuana (THC) the confirmation should identify the appropriate metabolite(s).

3. Blood Drug Analysis:

   Blood samples yielding alcohol readings below 0.15 g/dL or at the request of the Assistant State Attorney or submitting law enforcement officer shall be evaluated for drugs.

   The Contractor shall report such cases to the Miami-Dade SAO for review by the Assistant State Attorney. The Miami-Dade SAO shall be notified via telephone, FAX, or email of the toxicology results.

   Blood samples shall be screened for the drugs and drug classes as described in the Urine Drug Section (C.2.) and screening methods shall include immunoassay when applicable and chromatographic techniques. The procedures shall be sufficiently sensitive to detect parent drug and/or appropriate metabolite(s) within a blood sample collected during the course of investigation. Positive findings shall be confirmed by a second test yielding unequivocal identification. The parent drug and significant metabolites shall be quantified in blood or urine to provide information needed for interpretation on an as needed basis.

4. Assay Sensitivity:

   a) Urine Screening shall offer maximum sensitivity consistent with the ability to confirm presumptive positives. The goal is to minimize false negative rate while limiting false positive screening results. Screening cut-offs must be consistent with current practices in the field of human performance forensic toxicology drug testing. The scope of screening should be continued as far as reasonable with respect to sample volume and court time constraints in an attempt to answer questions raised by the investigation.

   b) Whole Blood alcohol: Limits of detection and reporting are 0.01g/dL

   c) Blood drug screens: The Contractor shall detect a wide a range of drugs at concentrations known to be capable of causing impairment of driving skills. Screening cut-offs must be consistent with current practices in the field of Human Performance Forensic Toxicology drug testing. The scope of screening should be continued as far as reasonable with respect to sample volume and court time constraints in an attempt to answer questions raised by the investigation.

D. Reporting

The Contractor shall perform the following reporting:

1. Provide the Miami-Dade SAO with a Report of Toxicology with one copy provided to the arresting or submitting officer, the DRE, if applicable, within twenty working (20) days after receipt of the evidence by the laboratory. The Report of Toxicology shall also be provided to the Miami-Dade PDO upon request. The Contractor if requested shall provide Support Documents to the Miami-Dade SAO and Miami-Dade PDO (including court appointed attorneys for indigent defendants). The Contractor, if requested to produce a "Support Documents", for other than those listed above, shall produce said package, charge the cost to the requester, and transmit any amount collected for the packages to the Board of County Commissioners via MDPD (see Article 9 of Agreement).

2. Provide to the MDPD quarterly reports of the number of samples of blood and urine received, the number of blood samples analyzed for alcohol, for drugs, and for both and the number of urine samples analyzed for drugs, and the number of tests completed per case. The reports shall state the number of samples of each category not completed within 20 days. In addition, the report shall provide statistics on the number of positive screens for each drug and the percentage of those that confirmed positive, as well as the number of samples confirmed positive for two, three or more drugs and the identity of the drugs found in combination.

3. Provide to the MDPD quarterly reports of the following activities to include the number of each:

   a. Depositions attended.

b. Training activities and field exercises performed as part of their required service.

c. Trials and hearings attended.

d. Telephone consultations.

e. Meetings attended with police agencies, Miami-Dade SAO, private defense attorneys, and Miami-Dade PDO.

f. Number of Litigation Packages distributed.

E. Expert Testimony

The Contractor shall provide expert testimony.

1. The Contractor's laboratory personnel shall testify as expert witnesses in depositions, hearings, and criminal trials arising from cases processed as part of the services. Testimony may be required from analysts, supervisor(s), and/or the laboratory director regarding analytical procedures, data, and Chain-of-Custody and interpretation of toxicological results in light of the case.

2. Expert testimony may be required of the Contractor regarding the pharmacological properties of drugs and alcohol. Such testimony may be solicited by the Contractor from experts outside of the Contractor's laboratory. The expert witness must be qualified as an expert in forensic toxicology in the Courts of Florida.

3. The Contractor shall provide expert testimony services with three (3) business days advance notice. Occasionally, the Contractor may be required to provide expert testimony services on short notice based on the unforeseeable nature of the court system. The Contractor's expert witness services will only be required for criminal prosecution.

F. Support and Continuing Education for State Attorney's Office, Public Defender's Office, and Police Officer Training

The Contractor shall provide assistance to the County in the initial training of new Assistant State Attorneys and Assistant Public Defenders, police officers, DRE officers in training and in the role and scope of the DUI laboratory and the effects of intoxicants on human performance and behavior. In addition, the Contractor's laboratory staff shall provide on-going educational events to the Miami-Dade SAO, Miami-Dade PDO, law enforcement officers and others on an as needed basis, which often occurs during field exercises conducted at night and weekends. The Contractor shall perform additional toxicological testing of samples collected during such training to further the goals of the Program.

Appendix B
Price Schedule

A. PRICE:

The Contractor's price for providing the services as stated in Appendix A of this Agreement are as follows:

Contract Year	Total
1st Year	$ 900,000
2nd Year	$ 936,000
3rd Year	$ 964,080

B. OPTION TO RENEW PERIOD

Should the County decide to exercise the Option to Renew period, Contractor's price for providing the services as stated in Appendix A of this Agreement are as follows:

Contract Year	Total
1st year	$ 993,002
2nd year	$ 1,022,792
3rd year	$ 1,053,476

Notes:

1. All out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, should are be included in the prices stipulated above, as they shall not be reimbursed separately by the County.

Memorandum

MIAMI-DADE COUNTY

Date: November 16, 2010

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Amado Gonzalez, CPPB
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

RECEIVED
NOV 16 2010
Alina T. Hudak
County Manager's Office

Subject: Report of Evaluation/Selection Committee for RFP No. 735, Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program

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The County issued a solicitation to obtain proposals from qualified firms to provide a Forensic Driving-Under-the-Influence (DUI) Toxicology Laboratory Program for the Miami-Dade Police Department. Other participating government agencies include the Miami-Dade State Attorney's Office, the Miami-Dade Public Defender's Office, and over 30 police agencies with operations in Miami-Dade County for enforcement of DUI laws. The Program's components include analyzing blood and urine samples for DUI enforcement, providing expert testimony services for depositions, hearings, and criminal trials arising from drugs and/or alcohol detected in case samples, and providing continuing education for attorneys in the State Attorney's Office and law enforcement officers.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates:
September 30, 2010 (kick-off meeting)
October 5, 2010 (evaluation meeting)
October 28, 2010 (oral presentations, re-scoring, and recommendation)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise selection factor for this solicitation. The proposer did not qualify for the selection factor.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
Veteran's Preference was considered in accordance with the applicable ordinance. The proposer did not qualify for the preference.

Summary of scores:

The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	*Technical Score* (max.340)	*Price Score* (max.60)	*Total Combined Score* (max.400)	*Price/Cost Submitted*
1. University of Miami	297.25	39	336.25	$3,109,925

The Evaluation/Selection Committee decided to hold oral presentations since the proposal required further clarification. The Committee re-rated the proposal after the oral presentation.

The final scores are as follows:

	Post-Oral Presentations			
Proposer	***Technical Score*** *(max.340)*	***Price Score*** *(max.60)*	***Total Combined Score*** *(max.400)*	***Price/Cost Submitted***
1. University of Miami	324	48	372	$3,109,925

Local Preference:
Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome as there was only one proposer.

Other information:
An Evaluation/Selection Committee member, John Gardner, was unable to attend the meetings due to professional commitments. The alternate member, Oscar Cambronero, replaced him as a voting member.

During the October 5, 2010 Evaluation/Selection Committee meeting, it was discussed that one of the personnel listed in the University of Miami proposal, Theresa Hippolyte, is a County employee. Ms. Hippolyte works for the Medical Examiner's Office. The Miami-Dade Police Department will be managing any contract as a result of this solicitation. Therefore, this should not be a conflict.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the sole proposer, University of Miami. The following individuals will participate in the negotiations:

Amado Gonzalez, Procurement Contracting Officer, Department of Procurement Management
Joy T. Stewart, Exec. Sr. Bureau Commander, Miami-Dade Police Department
George Hime, Toxicology Supervisor, Medical Examiners Department

Consensus Statement: The Evaluation/Selection Committee recommends the University of Miami (University) for the following primary reasons. The University has relevant experience and a positive record of past performance in providing the services requested. They have 17 years of experience conducting forensic toxicology and providing expert witness testimony including 15 years providing the services under contract with Miami-Dade County. The University's key personnel have a successful track record of conducting forensic toxicology and providing expert witness testimony. The University has a well developed approach in providing the required services. The University has a successful Program, including methodology and approach, which is consistent with the County's goal to maintain the quality level of the current forensic toxicology program.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Attachments

Approved

George M. Burgess
County Manager

11/23/10
Date

Not Approved

George M. Burgess
County Manager

Date

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

PRE-ORALS / EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4members)	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	120	112
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	120	106
Proposer's approach to providing the services requested in this Solicitation	25	100	79.25
Total Technical Points *(Total of technical rows)*	85	340	297.25
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0
Total Price Points	15	60	39
TOTAL POINTS (Technical + Price)	100	400	336.25

SIGNATURE: DATE: PRINT NAME:

Chairperson 11/2/10 Amado Gonzalez

Reviewed By 11/2/10 Pearl P. Bethel

11/2/2010

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

PRE-ORALS / EVALUATION OF PROPOSALS

LEE HEARN (ME)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	29
Proposer's approach to providing the services requested in this Solicitation	25	24
Total Technical Points *(Total of technical rows above)*	85	83
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	8
TOTAL POINTS (Technical + Price)	100	91

11/1/2010

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

PRE-ORALS / EVALUATION OF PROPOSALS

STEPHANIE STOILOFF (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	25
Proposer's approach to providing the services requested in this Solicitation	25	17.25
Total Technical Points *(Total of technical rows above)*	85	67.25
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	11
TOTAL POINTS (Technical + Price)	100	78.25

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

PRE-ORALS / EVALUATION OF PROPOSALS

MICHAEL A. HASS (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	27
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	27
Proposer's approach to providing the services requested in this Solicitation	25	18
Total Technical Points *(Total of technical rows above)*	85	72
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	10
TOTAL POINTS (Technical + Price)	100	82

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

PRE-ORALS / EVALUATION OF PROPOSALS

OSCAR CAMBRONERO (CAA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	25
Proposer's approach to providing the services requested in this Solicitation	25	20
Total Technical Points *(Total of technical rows above)*	85	75
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	10
TOTAL POINTS (Technical + Price)	100	85

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

POST-ORALS / EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4members)	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	120	117
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	120	114
Proposer's approach to providing the services requested in this Solicitation	25	100	93
Total Technical Points *(Total of technical rows)*	85	340	324
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0
Total Price Points	15	60	48
TOTAL POINTS (Technical + Price)	100	400	372

SIGNATURE: DATE: PRINT NAME:

Chairperson 11/2/10 Almedo Gonzalez

Reviewed By 11/2/10 Pearl P. Bethel

11/2/2010

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

POST-ORALS / EVALUATION OF PROPOSALS

LEE HEARN (ME)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	29
Proposer's approach to providing the services requested in this Solicitation	25	25
Total Technical Points *(Total of technical rows above)*	85	84
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	8
TOTAL POINTS (Technical + Price)	100	92

11/1/2010

RFP NO. 735

Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

POST-ORALS / EVALUATION OF PROPOSALS

STEPHANIE STOILOFF (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	28
Proposer's approach to providing the services requested in this Solicitation	25	23
Total Technical Points *(Total of technical rows above)*	85	81
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	12
TOTAL POINTS (Technical + Price)	100	93

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Forensic Driving-Under-The-Influence (DUI) Toxicology Laboratory Program

POST-ORALS / EVALUATION OF PROPOSALS

MICHAEL A. HASS (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	27
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	27
Proposer's approach to providing the services requested in this Solicitation	25	22
Total Technical Points *(Total of technical rows above)*	85	76
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	13
TOTAL POINTS (Technical + Price)	100	89

11/1/2010

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POST-ORALS / EVALUATION OF PROPOSALS

OSCAR CAMBRONERO (CAA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	University of Miami
Proposer's relevant experience, qualifications, and past performance	30	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30	30
Proposer's approach to providing the services requested in this Solicitation	25	23
Total Technical Points *(Total of technical rows above)*	85	83
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0
Total Price Points	15	15
TOTAL POINTS (Technical + Price)	100	98

Memorandum

MIAMI-DADE COUNTY

Date: August 12, 2010

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Medical Examiner's Office Request for Proposals for Forensic DUI Laboratory Program – RFP No. 735

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Medical Examiner's Office Request for Proposals for Forensic DUI Laboratory Program – RFP No. 735:

Selection Committee
Amado Gonzalez, DPM, Non-Voting Chairperson
Lee Hearn, ME
Stephanie Stoiloff, MDPD
Michael A. Hass, MDPD
John Gardner, MDFR
Janet S. Mondshein, Mothers Against Drunk Driving
Oscar Cambronero, CAA (Alternate)
Angel Muniz, DHS (Alternate)

Technical Advisor (Non-Voting)
George Hime, ME

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through DPM for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
James Loftus, Director, MDPD
Herminio Lorenzo, Chief, MDFR
Phyllis Tynes-Saunders, Director, DHS
Julie Edwards, Executive Director, CAA
Penelope Townsley, Director, SBD

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