**DEPARTMENTAL INPUT**

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

- **New** [√] OTR  [ ] Sole Source  [ ] Bid Waiver  [ ] Emergency  Previous Contract/Project No. IB9584-2/15
- **X Re-Bid** [ ] Other  LIVING WAGE APPLIES: [ ] YES  [ ] NO

Requisition No./Project No.: RQPD1200026  TERM OF CONTRACT 1 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Proficiency Tests (Police Department)

Description: The purpose of this solicitation is to establish a contract for the purchase of proficiency tests in conjunction with the County's needs on an as needed basis.

Issuing Department: ISD  Contact Person: Mary Hammett  Phone: 305-375-5471

Estimate Cost:$90,000.00 for 3 years

GENERAL  FEDERAL  OTHER  Funding Source: Fire District

### ANALYSIS

**Commodity Codes: 680-93**

Contract/Project History of previous purchases three (3) years

Check here [ ] if this is a new contract/purchase with no previous history.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>EXISTING</th>
<th>2ND YEAR</th>
<th>3RD YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Value:</td>
<td>$30,000.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Comments:

Continued on another page (s): [ ] YES  [ ] NO

### RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-aside</th>
<th>Sub-contractor goal</th>
<th>Bid preference</th>
<th>Selection factor</th>
</tr>
</thead>
</table>

Basis of recommendation: Bid No. IB9584-2/15 is being re solicited for the below reason:

The single bidder failed to bid on all items as required by Section 2, Paragraph 2.6 of the Invitation To Bid.

Signed: **Mary Hammett**  Date sent to SBD: 3/20/12

Date returned to DFM: [ ]

Revised April 2012
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
PROFICIENCY TESTS (POLICE DEPARTMENT)

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:
SMALL BUSINESS ENTERPRISE MEASURE: ........... See Section 2 Para. 2.2
USER ACCESS PROGRAM: ................................ See Section 2 Para. 2.21

FOR INFORMATION CONTACT:
Mary Hammett, 305-375-5471, or at mhammet@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

• Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).

• Failure to complete the certification regarding local preference on bid submittal form in section 4 shall render the vendor ineligible for local preference.

• Failure to sign bid submittal form in section 4 will render your bid non-responsive.
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: PROFICIENCY TESTS (POLICE DEPARTMENT)

Procurement Associate: Mary Hammett

Bids will be accepted until 2:00 p.m. on , 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County’s Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-9773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM). Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit
   (Sec. 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit
   (County Ordinance No. 80-153, amending Section 2-8.1(d)(9) of the County Code)

3. Miami-Dade Employement Drug-free Workplace Certification
   (Section 2-8.1.2(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit
   (Article 1, Section 2-8.1.5 Resolution R162-00 Amending R-385-95)

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
   (Article 1, Section 2-8.10 and 2-11b(1) of the County Code
   through (8) and (9) of the County Code and County Ordinance No
   09-1 amending Section 2-11.15 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
    (Ordinance 97-104)

13. Environmentally Acceptable Packaging
    Resolution (R-731-95)

14. W-9 and 8109 Forms
    The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number
    In order to establish a file for your firm, you must provide your firm’s Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security number of the owner or individual must be provided. This number becomes your “County Vendor Number”. To comply with Section 119.071(9) of the Florida Statutes relating to the collection of an individual’s Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor 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

    Pursuant to Section 2-1376 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, 2-8.2.1, 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 vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES
    To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Revised 10/4/11
MIAMI-DADE COUNTY  
SECTION 1  
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant, or act as a principal under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.1(1) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requestor's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1863 or email clerkinfo@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between the Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and those legal requirements, the authority shall prevail in the following order: Federal, State and local.

4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent the Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a revised Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms
1. 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS
A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION
Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
INVITATION TO BID

TITLE:
PROFICIENCY TESTS (POLICE DEPARTMENT)

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:
SMALL BUSINESS ENTERPRISE MEASURE: ......... See Section 2 Para. 2.2
USER ACCESS PROGRAM: ......................... See Section 2 Para. 2.21

FOR INFORMATION CONTACT:
Mary Hammett, 305-375-5471, or at mhammet@miamidade.gov

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MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

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Procurement Associate: Mary Hammett

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- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.
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Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid solicitations from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm.

1.2. INSTRUCTIONS TO BIDDERS

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B. Vendor Registration
To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2005, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM web site at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidder is required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affidavit of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit
   (Sec. 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit
   (County Ordinance No. 80-150, amending Section 2-8.1[d][5] of the County Code)

3. Miami-Dade County Employment Drug-free Workplace Certification
   (Section 2-8.1.2[b] of the County Code)

4. Miami-Dade County Disability and Nondiscrimination Affidavit
   (Article 1, Section 2-8.1.5 Resolution R152-90 Amending R385-95)

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
   (Article 1, Section 2-8.10 and 2-11[b][1] of the County Code through 6 and 9 of the County Code and County Ordinance 99-1 amending Section 2-11.5[2] 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 2, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
    (Ordinance 97-35)

12. Subcontractor/Supplier Listing
    (Ordinance 97-104)

13. Environmentally Acceptable Packaging
    Resolution (R-730-98)

14. W-9 and 8100 Forms
    The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number
    In order to establish a file for your firm, you must provide your firm’s Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "Vendor County 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 DPM requests the Social Security Number for the following purposes:
    • Identification of individual account records
    • To make payments to individual vendor 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

    Pursuant to 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, 2-8.2.1 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 vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

- I -
Revised 10/4/11
SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(e) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.617 of the Florida Statutes, for CATEGORY TWO for a period of 96 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.11 of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1655 or email clerksc@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or oral, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with all the solicitation terms, conditions and definitions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions, Specifications and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County, State, Federal, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between these Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, County, and local.

4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent the Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms
1. 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 2-6.1.4 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 from 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS
A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION
Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

2.1 PURPOSE TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract for the purchase of proficiency tests in conjunction with the County's needs on an as needed basis.

2.2 BID PREFERENCE SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS $50,000 AND LESS (Bid Preference)

A bid preference for Micro Business Enterprise (Micro/SBE) applies to this solicitation.

A 10% bid preference apply to awards valued up to $50,000. A Micro/SBE Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process.

The Micro/SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE BID CONFERENCE INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT TWELVE (12) MONTHS

This contract commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract expires on the last day of the last month of the contract term.

2.5 OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR(S) (With Price Adjustment)

The initial contract prices resultant from this solicitation prevail for a one (1) year(s) period from the contract's initial effective date. Prior to completion of that initial term, the County shall have the option to renew this contract for an additional two (2) year(s) period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index, U.S. City Average Other Goods and Services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County’s right to exercise the option period, the County may consider the vendor in default which decision may affect that vendor’s eligibility for future contracts.

2.6 METHOD OF AWARD TO MULTIPLE LOWEST PRICED VENDORS PER LINE ITEM

Award(s) will be made to the (2) lowest priced responsive, responsible vendors on an item-by-item basis. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.6.1 MINIMUM REQUIREMENTS

In order for bid responses to be considered, vendors shall be accredited by the American Society of Crime Laboratory (ASCLD/LAB). A copy of the accreditation letter shall be provided with vendor’s bid response or vendor’s name shall appear on their website as an accredited test provider. The Vendor shall be currently in good standing with ASCLD/LAB.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the vendors are awarded a contract under this solicitation, the prices proposed by the vendors shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

2.9 EQUAL PRODUCT INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE INTENTIONALLY OMITTED

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices contain the following basic information:

I. Vendor Information:
   • The name of the business organization as specified on the contract between Miami-Dade County and vendor
   • Date of invoice
   • Invoice number
   • Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:
   • Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:
   • Unit price of the goods, services or property provided
   • Extended total price of the goods, services or property
   • Applicable discounts
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

IV. Goods or Services Provided per Contract:
   • Description
   • Quantity

V. Delivery Information:
   • Delivery terms set forth within the Miami-Dade County Release Purchase Order
   • Location and date of delivery of goods, services or property

VI. Failure to Comply:
   Failure to submit invoices in the prescribed manner will delay payment

2.16 SHIPPING TERMS F.O.B. DESTINATION

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

2.17 DELIVERY REQUIREMENTS INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email mhammet@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

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 this solicitation 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 vendor 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. Vendor participation in this invoice reduction portion of the UAP is mandatory.

- - 9 - -
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

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 Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor 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 successful vendor 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.

Miami-Dade County shall have no liability to the vendor 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 vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 ADDITIONAL FACILITIES OR TESTING MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, and tests to be conducted, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract be invited to submit
SECTION 2
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

price quotes for these additional facilities or tests. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities or additional tests from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County’s discretion.

2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND GOVERNMENTAL AGENCIES

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or governmental agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).
SECTION 3
SPECIAL CONDITIONS

PROFICIENCY TESTS (POLICE DEPARTMENT)

3.1 SCOPE OF WORK

The purpose of this solicitation is to establish a contract for the purchase of proficiency tests in conjunction with the County's needs on an as needed when needed basis.

3.2 Capability

Vendor(s) shall have the capability to provide at least two (2) separate shipments of different test kits. When two shipments are required, tests within the same shipment may be the same. However, tests for each shipment must be different.

3.3 Accreditation

Vendor must be an American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) approved test provider. The Vendor shall be currently in good standing with ASCLD/LAB.

3.4 Requirements

A. Confidentiality of data must be ensured, codes must be assigned to identify each participant.

B. Vendor(s) shall provide all materials and documentation for the test kits.

C. Vendor laboratory shall be able to submit data by mail or fax.

D. Vendor(s) shall have the capability of preparing a comprehensive report containing data, which can be released to the accredited laboratory. All testing, reports and processes and procedures shall be in accordance with ASCLD/LAB requirements and formats.

- The word "subscribers" to mean Miami-Dade County Crime lab (Preliminary report for test subscribers) shall provide each accredited laboratory with a preliminary report for each test within 30 calendar days after the due date of the test. The preliminary report shall include the purpose of the test, a description of how the test was manufactured and when appropriate, the manufacturer's expected results.
- (Individual report for Miami-Dade County Crime Lab) Shall provide each accredited laboratory with an individual report for each test within 90 days after the due date of the test. The individual report shall include all of the participant's data and conclusions.

E. The results summary & individual report need to be submitted to Miami-Dade County Crime Lab proficiency test manager.
PROFICIENCY TESTS (POLICE DEPARTMENT)

- Vendor(s) shall provide the ASCLD/LAB proficiency test program manager with a summary and individual report of the results no later than 90 calendar days after the proficiency test due date.

3.5 Types of Test Kits

3.5A Drugs

Qualitative analysis for two suspected controlled substance/drug samples.

Tests within a shipment may be the same test type; however, tests in separate shipments shall be different type tests.

Vendor shall make the first test kit shipment to the County with the test due date in June and the second shipment with the test due date in October.

3.5B Trace

I. Fibers

Test shall contain an examination, identification and comparison of synthetic and/or processed natural fibers.

Vendor shall make a test kit shipment to the County with the test due date in March.

II. Flammables

Test shall contain detection, identification and/or comparison of flammable residues. Samples are to be contained within nylon arson bags and must include a control bag.

Vendor shall make a test kit shipment to the County with the test due date in October.

III. Paint

Analysis and comparison of paint

Tests within a shipment may be the same; however, tests in separate shipments must be different.

Vendor shall make the first test kit shipment to the County with the test due date in June and the second shipment with the test due date in December

IV. Glass

Analysis and comparison of glass

Vendor shall make a test kit shipment to the County with the test due date in June.
PROFICIENCY TESTS (POLICE DEPARTMENT)

3.5C Forensic Identification

I. Imprint/Impression

Test shall contain examination and comparison of footwear impressions or other types of imprint/impressions. Samples shall consist of digitally produced photographs.

Vendor shall make a test kit shipment to the County with the test due date in June.

II. Firearms Examination

Test shall contain a comparison and/or identification of firearms evidence such as expended bullets, ammunition components, expended cartridge cases, etc.

Tests within a shipment may be the same; however, tests in separate shipments must be different.

Vendor shall make the first test kit shipment to the County with the test due date in July and the second shipment with the test due date in November.

III. Tool marks Examination

Test must contain an examination of tool marks evidence such as the comparison of a suspect tool with questioned tool marks.

Tests within a shipment may be the same; however, tests, in separate shipments must be different

Vendor shall make the first test kit shipment to the County with the test due date in January and the second shipment with the test due date in August.

IV. Serial Number Restoration

Test shall contain recover of an obliterated serial number. A comparison standard containing the size and formation of digits used in the serial number shall be provided.

Vendor shall make a test kit shipment to the County i with the test due date in June.
3.5D **Forensic Biology**

I. Forensic Biology

Forensic Biology samples consist of bloodstain standards and suspected dried body fluid stains. For compliance with the current DBA Advisory Board test frequency requirement. Questioned stains may contain blood, semen or saliva.

Shall have capability to have several shipments of tests. The tests frequencies must comply with the Federal Bureau of Investigation (FBI) and Quality Assurance Standards (QAS).

Tests within a shipment may be the same; however, tests in separate shipments must be different.

Vendor shall make the following test kit shipments to the County with the test due dates in: March, May, September and November.

II. Bloodstain Pattern Analysis

Test shall contain two sections:

Angle of impact- Determine the angle that blood has impacted target surface.

Pattern description- Recognize and describe patterns on bloodstained objects/targets

Samples shall consist of digital images (.tiff format) placed on CD's

Vendor shall make a test kit shipment to the County with the test due date in October.

3.5E **Latent Prints Examination**

Test shall contain comparisons of four (4) sets of inked exemplar prints with 8-12 latent prints.

Test within a shipment may be the same; however, tests in separate shipments must be different.

Vendor shall make the first test kit shipment to the County with the test due date in May and the second shipment with the test due date in November.
FIRM NAME:

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be
less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: MH

This Bid Submittal Consists of
Pages 13 through 17 Plus all affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid
Submittal. Such other contract provisions, specifications, drawings or other data as are attached or
incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the
Board at the address shown above until the above stated time and date, and at that time, publicly
opened for furnishing the supplies or services described in the accompanying Bid Submittal
Requirement.

Title:
PROFICIENCY TESTS (POLICE DEPARTMENT)

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon
execution of the contract by the successful bidder and Miami-Dade County.

PROCUREMENT CONTRACTING ASSOCIATE Mary Hammett

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL
FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.
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Total (Items 1 Thru 15)
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated __________________________
Addendum #2, Dated __________________________
Addendum #3, Dated __________________________
Addendum #4, Dated __________________________
Addendum #5, Dated __________________________
Addendum #6, Dated __________________________
Addendum #7, Dated __________________________
Addendum #8, Dated __________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ____________________________________________

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________

TITLE OF OFFICER: ___________________________________
Bid Title: PROFICIENCY TESTS (POLICE DEPARTMENT)

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initia this space: _________. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes ____________  No ____________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes ____________  No ____________

Firm Name: __________________________________________________________

Street Address: _______________________________________________________

Mailing Address (if different): __________________________________________

Telephone No.: __________________________ Fax No.: _______________________

Email Address: _______________________________________________________

FEIN No. __/__/__/__/__/__/__

Prompt Payment Terms: ____% _____ days net _____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ___________________________________________________________

(Signature of authorized agent) "By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: ___________________________  Title: __________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>Federal Employer Identification Number (FEIN):</th>
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<tbody>
<tr>
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<td>Contract Title:</td>
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**Affidavits and Legislation/Governing Body**

<table>
<thead>
<tr>
<th>Number</th>
<th>Affidavit Title</th>
<th>Section of Code</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Miami-Dade County Ownership Disclosure</td>
<td>Section 2-8.1 of the County Code</td>
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<tr>
<td>2</td>
<td>Miami-Dade County Employment Disclosure</td>
<td>Section 2-8.1 of the County Code</td>
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<tr>
<td>3</td>
<td>Miami-Dade County Employment Drug-free Workplace Certification</td>
<td>Section 2-8.1 of the County Code</td>
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<tr>
<td>4</td>
<td>Miami-Dade County Disability Non-Discrimination</td>
<td>Section 9-359 of the County Code</td>
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<tr>
<td>5</td>
<td>Miami-Dade County Debarment Disclosure</td>
<td>Section 10.30 of the County Code</td>
</tr>
<tr>
<td>6</td>
<td>Miami-Dade County Vendor Obligation to County</td>
<td>Section 2-8.1 of the County Code</td>
</tr>
<tr>
<td>7</td>
<td>Miami-Dade County Code of Business Ethics</td>
<td>Article 3, Section 2-8.1(a) and 2-11(b)(1) of the Code</td>
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<tr>
<td>8</td>
<td>Miami-Dade County Family Leave</td>
<td>Article V of Chapter 11 of the County Code</td>
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<td>9</td>
<td>Miami-Dade County Living Wage</td>
<td>Section 2-8.9 of the County Code</td>
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<tr>
<td>10</td>
<td>Miami-Dade County Domestic Leave and Reporting</td>
<td>Article 8, Section 11A-5611A-67 of the County Code</td>
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**Notary Public Information**

Notary Public – State of ___________________________ County of ___________________________

Subscribed and sworn to (or affirmed) before me this ___________________________ day of, _____________, 20 ___________________________

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

Type of identification produced ______________________________________________________________

Signature of Notary Public ________________________________________________________________

Print or Stamp of Notary Public ____________________________________________________________

Serial Number ____________________________________________________________

Expiration Date ____________________________________________________________

Notary Public Seal _____________________________________________________________

Page 1 of 3

Revised 2/11/11
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

______________________________  __________________________
Signature                        Date
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: ________________________________

Bid No.: ____________________________ Title: ____________________________

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

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

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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<tr>
<td>Business Name and Address of Direct Supplier</td>
<td>Principal Owner</td>
<td>Supplies/Materials/Services to be Provided by Supplier</td>
<td>(Principal Owner) Gender</td>
<td>Race</td>
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I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Prime Contractor/Respondent's Signature ________________________________

Print Name ________________________________ (Duplicate if additional space is needed)

Print Title ________________________________

Date ________________________________ FORM 100

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