

## **Solicitation RFP-00126**

### **Forensic Casework for DNA Analyses**

**Bid designation: Public**



**Miami-Dade County**

## Bid RFP-00126 Forensic Casework for DNA Analyses

Bid Number **RFP-00126**  
Bid Title **Forensic Casework for DNA Analyses**

Bid Start Date **Sep 12, 2014 12:45:22 PM EDT**  
Bid End Date **Oct 15, 2014 6:00:00 PM EDT**  
Question & Answer End Date **Sep 26, 2014 2:00:00 PM EDT**

Bid Contact **Martha Perez - Garviso**  
**305-375-5375**  
**mdperez@miamidade.gov**

Contract Duration **5 years**  
Contract Renewal **Not Applicable**  
Prices Good for **Not Applicable**

Bid Comments **Miami-Dade Police Department is soliciting proposals for outsourced forensic casework for Deoxyribonucleic Acid (DNA) analysis.**

### Addendum # 1

New Documents	RFP-00126_AddNo3.pdf
Removed Documents	Affidavit - Fair Subcontracting Practices 8-27-2014 Affidavit - Subcontractor Listing 8-27-2014

### Addendum # 2

New Documents	RFP-00126_Add4.pdf
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### Item Response Form

Item **RFP-00126--01-01 - Forensic Casework for DNA Analyses**  
Quantity **1 each**  
Prices are not requested for this item.  
Delivery Location **Miami-Dade County**  
Miami Dade Police Department  
9105 NW 25 St.  
Suite #3049  
Doral FL 33172  
Qty 1

**Description**  
Forensic Casework for DNA Analyses



**REQUEST FOR PROPOSALS (RFP) No. 00126  
FOR  
FORENSIC CASEWORK FOR DNA ANALYSES**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

September 24, 2014 at 10:30 AM (local time)  
111 NW 1<sup>st</sup> Street, 10<sup>th</sup> Floor, Transportation Trust Conf. Rm., Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for  
Miami-Dade Police Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Martha Perez-Garviso, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5375  
E-mail: [Mdperez@miamidade.gov](mailto:Mdperez@miamidade.gov)

**PROPOSAL RESPONSES DUE:**

By 6:00 p.m. on October 2, 2014

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Police Department (MDPD), is soliciting proposals for outsourced forensic casework for Deoxyribonucleic Acid (DNA) analysis. The MDPD Forensic Services Bureau requires samples from backlogged DNA criminal cases to be outsourced to a certified laboratory for analysis.

The County anticipates awarding a contract for a five (5) year period, at the County's sole discretion.

#### The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	September 12, 2014
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five days in advance.
Deadline for Receipt of Questions:	September 26, 2014 at 2:00 p.m.
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	January 2015
Projected Award Date:	February 2015

### 1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the

proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### 1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County

Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

### **1.5 Communication with Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

### **1.6 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.7 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.8 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### **1.9 Subcontracting**

Subcontractors are not allowed to be utilized for forensic casework for DNA analysis under any contract as a result of this solicitation.

## **2.0 SCOPE OF SERVICES**

### **2.1 Background**

The County is seeking services for outsourcing forensic casework for DNA analysis. The Miami-Dade Police Department (MDPD) Forensic Services Bureau provides forensic laboratory services for Miami-Dade County as well as for 35 additional municipal agencies. There is approximately 250 property crime cases processed each month by the Forensic Biology Section. The MDPD Forensic Services Bureau will be outsourcing approximately 3,500 samples per year from backlogged DNA cases for analysis.

## 2.2 Qualifications

### A. Minimum Qualifications Required

The Proposer shall be accredited by either the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) or Forensic Quality Services (FQS) in the field of forensic testing. The Proposer shall be accredited by either the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) or Forensic Quality Services (FQS) in the field of forensic testing. The scope of accreditation must include the discipline/ category of biology with applicable subcategories to perform the requested services herein to include serology (body fluid identification) and nuclear DNA testing. Accreditation be must current at time of the proposal due date. The County reserves the right to accept accreditation from another similar accrediting body as deemed appropriate by the County to perform the services required herein. (Note: Accreditation is a continuing condition for award and must be maintained through the contract term and any extensions or renewals).

### B. Preferred Experience

The selected Proposer and key personnel needs to have experience in outsourced DNA casework for federal and/or state law enforcement agencies.

## 2.3 Tasks

The MDPD Forensic Services Bureau will submit samples to the selected Proposer as specific evidence from a case. Samples will be submitted as specific items from a specific case and marked with the Miami-Dade Police Department (MDPD) case number, item number and analyst's initials. The items will have been screened and/or tested for the presence of appropriate biological fluids. The specimens will primarily be in the form of swabs, cuttings or stain cards.

1. The samples will require extraction and quantitation of DNA, and amplification with the AmpFISTR® Identifiler® Plus PCR Amplification Kit from Applied Biosystems. Genotype determination must be accomplished with the Applied Biosystems Genetic Analyzer 3130xl, and GeneMapper® ID software v3.2.1 (or later version). GeneMapper® ID peaks will be labeled with both allele number and peak height. All samples that have more than two alleles per locus must be specified in a separate list. All runs require the use of appropriate controls including extraction or reagent blanks as well as positive and negative amplification controls.

2. The DNA extracts and amplified DNA are to be retained by the selected Proposer according to its administrative policies. Remaining evidence materials are to be returned to the MDPD Crime Laboratory via overnight courier.

## 2.4 Deliverables and Reporting Requirements

1. All electronic data produced during or from the analysis of samples shall be submitted to the MDPD on CD-ROM and shall be organized such that the MDPD may immediately re-analyze any of the data. DNA profiles determined by the selected Proposer's laboratory (contract laboratory) to meet the Guidelines of Acceptance of DNA Data into the Combined DNA Index System (CODIS) shall be submitted to the MDPD as pre-CaseMap File (CMF) Excel spreadsheet files and as CMF files on CD-ROM.
2. Acceptable analyzed data shall fall within the Relative Fluorescence Units (RFU) range determined by the contract laboratory from its own validation studies. The size standard used must be Genescan LIZ 500 for Identifiler® Plus. An internal lane standard must be run in each sample lane and a minimum of 3 allelic ladders per 48 injections must be run. The analysis will not be considered complete until allele data for all of the thirteen CODIS core loci has been generated and deemed satisfactory by the MDPD.
3. Sample numbering in the CMF file shall adhere to the MDPD's current numbering format. The contract laboratory shall provide on CD-ROM a separate spreadsheet listing the contract laboratory numbers assigned to specific MDPD case sample numbers during the analysis in order to correlate the two designations. A list of the samples analyzed in each batch should also be included. There should be sufficient documentation to allow MDPD to easily locate the Controls, Knowns, and Questioned samples in each case. MDPD will be responsible for the eventual upload to CODIS following internal review of the data to ensure it meets quality guidelines.

4. A chain of custody must be maintained on each sample submitted. Documentation of chain-of-custody must comply with the accrediting organization as to protect the samples from deleterious change or loss and will include a documented history of each transfer during the analytical process.
5. Analysis of batches of evidence samples is expected to be completed within 60 days of receipt and delivered to MDPD via an insured overnight courier to be approved by MDPD. The cost of printing, CD-ROM and shipping will be the expense of the selected Proposer.
6. The selected Proposer will issue a signed court-ready report to the MDPD Crime Laboratory that includes the MDPD case number, items tested, analysis results, conclusions with statistics when appropriate, and DNA profile results from each sample.
7. In the event the obtained DNA profile produces a subsequent database match, the selected Proposer shall provide additional sample analysis to confirm the CODIS database identification.
8. The selected Proposer shall provide testimony in any subsequent legal proceedings to explain and support their findings, as required.

## 2.5 **Other Requirements**

1. The selected Proposer shall permit an inspection of its laboratory facility and an audit by MDPD personnel to verify compliance with all requirements and any national quality standards. The selected Proposer shall allow MDPD personnel to access all areas of the laboratory in which STR DNA casework is performed. The County, at its sole discretion reserves the right to conduct unannounced on-site visits/inspections at any time to ensure continued compliance.
2. The selected Proposer shall comply with federal grant requirements that will fund this project (Forensic DNA Backlog Reduction Program) and must have a prepared environmental assessment as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA). A Finding of No Significant Impact (FONSI) must be obtained by the selected Proposer in order to satisfy the MDPD laboratory's reporting requirements to the federal granting agency.
3. No indication of the services to MDPD will be used in product literature or advertising without written approval from the MDPD.
4. Payment by the County will not be made on any samples that are not analyzed according to the specifications herein.
5. The Analytical Protocol used by the selected Proposer and all data generated are to adhere to the specifications as outlined by the Quality Assurance Standards for Forensic DNA Testing Laboratories.

## 3.0 RESPONSE REQUIREMENTS

### 3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 3.0 RESPONSE REQUIREMENTS

### 3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services.

However, overly elaborate responses are not requested or desired.

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

**4.2 Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's experience, qualifications and past performance related to providing the type of services requested in this Solicitation, including project manager's experience.	40
2. Proposer's approach to providing the services requested in this Solicitation (including the results of the qualification testing if applicable, refer to Section 4.3 b.).	40
<u>Price Criteria</u>	<u>Points</u>
3. Proposer's proposed price	20

**4.3 Oral Presentations and Qualification Testing**

**a. Oral Presentations**

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer (s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

**b. Qualification Testing**

The Evaluation/Selection Committee may choose to conduct qualification testing and inspection of the laboratory with the Proposer (s) which the Evaluation/Selection Committee deems to warrant further consideration based on the highest rated proposal providing the highest quality of service to the County.

The MDPD Forensic Services Bureau will provide a set 10-15 samples for DNA analysis to the Proposer (s) selected based the criteria mentioned above. The Proposer (s) must submit the results from these samples within two weeks of receipt to ensure the Proposer's qualification and ability to comply with the specified scope of services. The MDPD Forensic Services Bureau will review all DNA testing procedures, including interpretation guidelines. The Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the results of the qualification testing.

#### **4.4 Price Evaluation**

After the evaluation of the technical criteria, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.5 Selection Factor**

A Selection Factor is not applicable to this Solicitation.

#### **4.6 Local Preference**

Local Preference is not applicable to this Solicitation

#### **4.7 Negotiations**

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall enter into negotiations. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

#### **4.8 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.9 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**a) Vendor Registration**

Prior to being recommended for award, the selected Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The selected Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

**b) Insurance Requirements**

The selected Proposer shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**6.0 ATTACHMENTS**

Draft Form of Agreement  
Proposal Submission Package

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

*(This is the form of agreement the County anticipates awarding to the selected Proposer.)*

Forensic Casework for DNA Analyses  
Contract No. RFP-00126

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (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 forensic casework for Deoxyribonucleic acid (DNA) analysis, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00126 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 \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_ 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:

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****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 "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00126 and all associated addenda, and the Contractor's Proposal.
- 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, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean \_\_\_\_\_ 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 "Extra Work" or "Additional Work" to mean 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 Mayor or the duly authorized representative designated to manage the Project.
- j) 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 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. \_\_\_\_\_ and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall continue through the last day of the \_\_\_\_ month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for five (5) years on a year-to-year basis. 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  
 Attention: Laura Romano  
 Phone: 305-471-2596  
 Fax: 305-471-2996  
 E-mail: lromano@mdpd.com

and,

- b) to the Contract Manager:

Miami-Dade County  
 Internal Services Department, Procurement Management Division  
 111 N.W. 1<sup>st</sup> Street, Suite 1375  
 Miami, FL 33128-1974  
 Attention: Assistant Director  
 Phone: (305) 375-5548  
 Fax: (305) 375-2316  
 E-mail:

**(2) To the Contractor**

Attention:  
 Phone:  
 Fax:  
 E-mail:

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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****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 in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_). 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.

Payment by the County will not be made on any samples that are not analyzed according to the specifications herein

**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 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by

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the County to the Contractor for the applicable payment due herein.

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

Miami-Dade Police Department  
9105 NW 25<sup>th</sup> Street, Room 3049  
Doral, Florida 33172  
Attention: Accounts payable

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 Internal Services Department, Procurement Management Division, 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 company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject

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to the approval of the County Risk Management Division.

OR

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

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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.

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- 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 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.

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- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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.

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- 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 Section 2-481 of the Miami-Dade County Code, 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. 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 21. 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 22. 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.
- d) 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.
- e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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
- f) In the event that the County exercises its right to terminate this Agreement, 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

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- ii. non-cancelable 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.
- g) All compensation pursuant to this Article are subject to audit.

**ARTICLE 23. 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 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 the 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 timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
  - 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 24. 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 25. 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 re-procurement 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 26. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) 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.
- d) 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

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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).

- e) 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.

**ARTICLE 27. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 28. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 29. 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 with 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

- 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 30. VENDOR REGISTRATION/CONFLICT OF INTEREST****a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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:

- |   |   |
|---|---|
| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</p> <p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the County Code)</p> <p>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/>(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)</p> | <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the County Code)</p> <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the County Code)</p> <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. <b>Subcontracting Practices</b><br/>(Ordinance 97-35)</p> <p>12. <b>Subcontractor /Supplier Listing</b><br/>(Section 2-8.8 of the County Code)</p> <p>13. <b>Environmentally Acceptable Packaging</b><br/>(Resolution R-738-92)</p> <p>14. <b>W-9 and 8109 Forms</b><br/>(as required by the Internal Revenue Service)</p> <p>15. <b>FEIN Number or Social Security Number</b></p> |
|---|---|

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

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 Ethics 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 31. 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 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, 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

**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 3-38; (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 32. 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

- 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran 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 a 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 33. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants 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

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126**

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 34. 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 award 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.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 35. 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 36. 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 37. 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 38. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

**MIAMI-DADE COUNTY, FLORIDA****RFP NO. 00126****ARTICLE 39. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY**

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the 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. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

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

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carlos A. Gimenez

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



**PROPOSAL SUBMISSION PACKAGE  
REQUEST FOR PROPOSALS (RFP) NO. RFP-00126  
FORENSIC CASEWORK FOR DNA ANALYSES**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Proposal Submittal Form, Cover Page of Proposal**

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete following the requirements therein.

*Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.*

**3. Affidavits/Acknowledgements**

Complete and sign the following:

Lobbyist Registration for Oral Presentation  
Fair Subcontracting Practices  
Subcontractor/Supplier Listing  
Contractor Due Diligence Affidavit

**4. Form B-1, Price Proposal Schedule**

Complete following the requirements therein.

**Please refer to the front cover of this Solicitation for electronic submission instructions.**



**Miami-Dade County  
Procurement Management Services  
Proposal Submittal Form**

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, FL 33128

Solicitation No. RFP-00126 Solicitation Title: Forensic Casework for DNA Analyses

Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/>		Federal Tax Identification Number: <input style="width: 90%;" type="text"/>	
If Corporation - Date Incorporated/Organized : <input style="width: 90%;" type="text"/>		State Incorporated/Organized: <input style="width: 90%;" type="text"/>	
Company Operating Address: <input style="width: 90%;" type="text"/>		City <input style="width: 80%;" type="text"/>	State <input style="width: 80%;" type="text"/>
Company Contact Person: <input style="width: 90%;" type="text"/>		Email Address: <input style="width: 90%;" type="text"/>	
Phone Number (include area code): <input style="width: 80%;" type="text"/>	Fax Number (include area code): <input style="width: 80%;" type="text"/>	Company's Internet Web Address: <input style="width: 90%;" type="text"/>	

**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 Proposer has such conviction to disclose to comply with this requirement.

**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 has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; 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 Proposer meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) may 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 proposal 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 Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. **A copy of the certification must be submitted with this proposal.**

**SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)**

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise?      Yes  No

If yes, please provide your Certification Number:

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:**

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 initial this space:

. In such event, the Proposer shall furnish together with its proposal response 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.

**The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.**

<p align="center"><b>Proposer's Authorized Representative's Signature:</b></p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>	<p align="center"><b>Date</b></p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>
<p><b>Type or Print Name</b></p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>	

**Miami-Dade County****RFP No. 00126**

## **Proposer Information**

### **Minimum Qualification Requirements**

1. Provide copies of the certificate of accreditation and scope of accreditation as issued by either the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) or Forensic Quality Services (FQS). The certificate of accreditation must be in the field of forensic testing. The scope of accreditation must include the discipline/ category of biology with applicable subcategories to perform the requested services herein to include serology (body fluid identification) and nuclear DNA testing.

### **Proposer's Experience and Past Performance**

2. Describe Proposer's experience and qualifications related to providing the type of services requested in this solicitation, and specifically with outsourced DNA casework for federal and/or state law enforcement agencies.
3. Describe the Project Manager's experience and qualifications related to providing the type of services requested in this Solicitation.
4. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
5. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

### **Proposed Approach to Providing the Services**

6. Describe Proposer's specific procedures, protocols and standards used in providing the DNA analysis services stipulated in the Scope of Services (see Section 2.0).
7. Proposer shall provide the name, title, experience and qualification of key personnel assigned to this contract. Proposer may attach certification if applicable.
8. Proposer shall provide step by step information on the process used for DNA analyses as stipulated in the Scope of Services (see Section 2.3 – Tasks).
9. Attach one (1) year of Proposer's most recent DNA audit reports.
10. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
11. Identify information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, or any of its employees have been involved within the last three years.



**AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title:  Solicitation No.:   
 (2) Department:   
 (3) Proposer's Name:   
 Address:  Zip:   
 Business Telephone:  E-Mail:

**(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

Name	Title	Employed By	Email Address

**(ATTACH ADDITIONAL SHEETS IF NECESSARY)**

**The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.**

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative:  Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ,

by , a , who is personally known  
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced  as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14

### Miami-Dade County

### Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

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

Contract Title:

Printed Name of Affiant       Printed Title of Affiant       Signature of Affiant

Name of Firm       Date

Address of Firm       State       Zip Code

**Notary Public Information**

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_

by \_\_\_\_\_ He or she is personally known to me \_\_\_\_\_ or has produced identification

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public      Serial Number

\_\_\_\_\_  
Print or Stamp of Notary Public      Expiration Date      Notary Public Seal

**Form B-1****Price Proposal Schedule  
Forensic Casework for DNA Analyses****INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

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

**PROPOSED PRICE**

The Proposer shall state its price for providing all services as stated in Section 2.0 Scope of Services for the five (5) year contract term. The Proposer shall submit pricing stated as a flat, fixed price which shall include all expenses to be paid under any contract issued as a result of this RFP.

<b>Price Per Sample</b>
\$ _____



## ***ADDENDUM NO. 1***

DATE: October 1, 2014  
TO: ALL PROSPECTIVE PROPOSERS  
SUBJECT: Forensic Casework for DNA Analyses  
RFP-00126

This addendum becomes a part of the subject Request for Proposals (RFP).

The proposal response due date has been changed to 6:00 p.m. on October 8, 2014.

**All other information remains the same.**

Miami-Dade County

*Martha Perez-Garviso*

Martha Perez-Garviso  
Procurement Contracting Officer

cc: Clerk of the Board  
Suzanne Villano, Assistant County Attorney



## ***ADDENDUM NO. 2***

DATE: October 3, 2014  
TO: ALL PROSPECTIVE PROPOSERS  
SUBJECT: Forensic Casework for DNA Analyses  
RFP-00126

This addendum becomes a part of the subject Request for Proposals (RFP).

The proposal response due date has been changed to 6:00 p.m. on October 15, 2014.

**All other information remains the same.**

Miami-Dade County

*Martha Perez-Garviso*

Martha Perez-Garviso  
Procurement Contracting Officer

cc: Clerk of the Board  
Suzanne Villano, Assistant County Attorney

**INTERNAL SERVICES DEPARTMENT**

111 NW 1st Street • Suite 1300

Miami, Florida 33128 - 1974

T (305)375-5289 F (305)375-4407 (305)372-6128

**miamidade.gov*****ADDENDUM NO. 3***

DATE: October 8, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Forensic Casework for DNA Analyses  
RFP-00126

This addendum becomes a part of the subject Request for Proposals (RFP).

A) Clarification:

No subcontracting shall be allowed under this contract. Accordingly, the "Fair Subcontracting Practices" form and the "Subcontractor/ Supplier Listing" form are hereby deleted.

B) Please find attached the attendance sheet for the Pre-proposal Conference for the subject solicitation.

C) The following are inquiries received and corresponding responses:

1) Is the County seeking one or more than one service provider?

A: Contract award shall be made to a single Proposer, whose proposal is deemed to be in the County's best interest.

2) Will all cases/samples submitted be associated with property crimes or, if not, what percentage of samples might require differential extractions?

A: It is estimated that fifteen percent of the cases/ samples may require differential extractions.

3) Samples are described as all prescreened and "primarily in the form of swabs, cuttings, or stain cards". What percentage of samples will not fall into that description? 1%

A: It is estimated that one percent of the samples will not be submitted in the form of swabs, cuttings, or stain cards.

4) Does the agency wish to receive proof that the Proposer is currently in compliance with the NEPA as part of the bid response?

A: Yes, please indicate compliance as part of Proposer's response to item number two of the Proposer's Information, Proposer's Experience and Past Performance and attach proof of compliance to proposal.

5) Since the solicitation specifies on page 4 in Section 1.9, that subcontractors will not be allowed, would the County waive the requirement to submit the "Fair Subcontracting Practices and the Subcontracting/ Supplier Listing" forms?

Addendum No. 3  
RFP-00126  
Forensic Casework for DNA Analyses

A: See clarification stated above, under item A.

- 6) Are the individuals listed on the Lobbyist Registration and Oral Presentation Forms the only company representatives allowed to be present for Oral Presentations and allowed to be part of the review and/ or the award evaluation process?

A: Yes, however, changes may be made prior to an oral presentation by delivering a revised form to the Clerk of Board and bringing a copy of the revised form, which has been stamped by the Clerk of the Board, to the Procurement Officer at time of oral presentation.

- 7) Would it be acceptable to the County to be listed on the certificate of insurance as a certificate holder rather than additional insured?

A: Miami-Dade County must be listed, for the Public Liability Insurance, as additionally insured.

- 8) Will the County consider waiving the requirement for automobile Liability Insurance?

A: Automobile Liability is generally not a requirement that is waived.

- 9) Please provide the name of the current or most recent vendor proving forensic casework DNA analysis and their pricing.

A: The current contract (EPP-RFP8514-3/13-3) is awarded to a primary and a secondary proposer as follows:

Primary: The Bode Technology Group, Inc. at a rate of \$190.00 per sample.  
Secondary: Orchid Cellmark, Inc. at a rate of \$588.00 per sample.

- 10) Please provide the number, or an estimate of the number, of samples?

A: Approximately 3,455 samples are outsourced annually under the current contract.

- 11) Section 2.3, #1: "All samples that have more than two alleles per locus must be specified in a separate list." Does the Miami Dade Police Department (MDPD) require a table for mixtures or does this refer to tri-allele reference profiles?

A: MDPD requires table for mixtures.

- 12) Section 2.4 #2: "The analysis will not be considered complete until allele data for all of the thirteen CODIS core loci has been generated and deemed satisfactory by the MDPD." Due to the nature of evidence samples, it is not always possible to obtain a full thirteen CODIS core loci profile. Does this requirement refer only to reference samples?

A: This requirement is for data at core CODIS loci to be generated, which means that analysis with the core CODIS thirteen loci must be attempted. It is understood that the proposer may not always obtain a full profile.

Addendum No. 3  
RFP-00126  
Forensic Casework for DNA Analyses

- 13) Section 2.4 #8: "The selected Proposer shall provide testimony in any subsequent legal proceedings to explain and support their findings, as required." Will the proposer be able to bill for testimony and travel expenses?

A: No, the logistics of the testimony and proceedings are to be arranged at time of testimony. Historically, less than 1% of the cases outsourced annually have required testimony.

- 14) Please provide a definition for "Project Manager" as specified in Section 4.2 of the RFP and Item No. 3 on the Proposer Information.

A: "Project Manager" is the Proposer's designated staff, day-to-day point of contact for the County, who is responsible for the success of this project and is able to make decisions on behalf of the selected Proposer to resolve any issues.

- 15) Section 2.3.2 of RFP#00126 states: "The DNA extracts and amplified DNA are to be retained by the selected Proposer according to its administrative policies." What is the expectation of Miami-Dade regarding the length of time extracts are to be retained by the vendor laboratory? For instance, would 60 days after completion be acceptable?

A: DNA extracts and amplified product may be discarded after data has been reviewed by MDPD.

- 16) Section 2.3.1 of RFP#00126 requires utilization of "GeneMapper® ID software v3.2.1 (or later version)". Would GeneMapper® ID-X software be acceptable?

A: No, GeneMapper® ID-X is not currently acceptable. However, MDPD is in the process of validating GeneMapper® ID-X. It may become acceptable after contract award and MDPD has completed the validation process.

- 17) Two documents (Lobbyist Registration for Oral Presentation" and the "Due Diligence Affidavit") require notarization. Would it be acceptable to Miami-Dade to have these forms notarized, scanned, and attached as a PDF?

A: Yes, complete the form as required by Bidsync. Proposer may also attach PDF version of the form.

- 18) Section 2.1: will the estimated 3,500 samples per year from backlogged DNA analysis come from cases other than property crimes such cold cases, violent crimes, or sexual assaults? Can MDPD provide an estimate to the type of samples that will be submitted (i.e. 30% will require differential extraction).

A: 90% of the sample that will be submitted for test will be blood/touch samples. Up to 10% will be sexual battery.

- 19) Section 2.5 #2. Recently the NEPA/FONSI compliance process has been simplified since NIJ prepared a Programmatic Environmental Assessment (EA) to address the effects of NIJ funded programs. This process requires grantees to complete an NIJ grants program checklist and submit for approval. Would the approved checklist be an acceptable alternative?

A: Yes, an approved checklist will be acceptable.

Addendum No. 3  
RFP-00126  
Forensic Casework for DNA Analyses

20) Article 8 of Agreement: Since prices shall remain firm and fixed for the term of the contract is MDPD planning to evaluate any new technologies (such as expanded kits) that should be considered in the overall price/sample?

A: The selected Proposer should consider amplification kits that have the ability to generate DNA profiles with greater than fifteen loci. MDPD will be transitioning to Globalfiler within the next year.

21) Sections 2.4 Deliverables and Reporting Requirements, #5 Analysis of batches is expected to be completed within 60 days. Does the 60 days include returning the evidence?

A: No, the 60 days does not include returning the evidence.

22) Who pays for shipping evidence to the lab and returning it to MDPD?

A: MDPD pays to ship samples to selected Proposer. The Selected Proposer is responsible for paying the return shipping cost.

23) Is testimony cost included in the swab pricing?

A: Please refer to the response to question no. 13.

24) If a CODIS hit occurs, will a confirmation standards be submitted to the selected Proposer for statistical reporting?

A: Yes, MDPD submits approximately 30 to 40 confirmation standards per year.

25) Is it acceptable to stop at quant if there is no DNA present, or does MDPD require every sample to be amplified regardless of the quant results?

A: It will depend on the quantitation kit that is being used. Currently, MDPD is requesting the selected Proposer to quant with Quant Duo and amplify with Identifiler Plus regardless of quant results. In the future, the validation of a new kit may allow the selected Proposer to stop at quant if there is no DNA present.

**All other information remains the same.**

Miami-Dade County

*Martha Perez-Garviso*

Martha Perez-Garviso  
Procurement Contracting Officer

cc: Clerk of the Board  
Suzanne Villano, Assistant County Attorney

Addendum No. 3  
RFP-00126  
Forensic Casework for DNA Analyses

**OPTIONAL SIGN-IN SHEET**  
Pre-Proposal Conference  
Contract No.: RFP-00126 Title: Forensic Casework for DNA Analyses  
Date: September 24, 2014 at 10:30 a.m.  
Location: SPCC, 111 NW 1 St, 10 Floor, Transportation Trust Conf. Room, Miami, FL 33128

Name	Department/ Company	Telephone	Email Address
Manthya Perez-Carruso	MD - ISD - PM	305-375-5375	mperez@miamidade.gov
Ingrid Bernal	MD - ISD - PM	305-375-4211	bernal@miamidade.gov
John Reder	Cellmark Forensics	336-436-7369	Reder.j@lakerp.com
Jessie Watkins	Bode Technology	646-241-7644	jeslie.watkins@bode-tech.com
Allison Nunes	DNA LABS INTERNATIONAL	954-426-5163	allison@dnalabsinternational.com
Christine Harris	DNA LABS INTERNATIONAL	954-426-5163	chris.harris@dnalabsinternational.com
Rita Silva	FSD/PMS	305-375-1081	
Jessie Johnson	MDP / Forensic Resources	305-471-3040	JJohnson@mdpd.com
Stephanie Stoiloff	MDP / Forensic Services Bureau	305-471-2475	sstoiloff@mdpd.com
Laura Kommo	MDP / Forensic	3/471-2596	kommo@mdpd.com
Colleen Carline	MORS / Forensic Services Bureau	305-471-3009	ccarline@mdpd.com
Robert Goetz	MDP / Forensic Services Bureau	305-471-3072	rgoetz@mdpd.com



## ***ADDENDUM NO. 4***

DATE: October 10, 2014  
TO: ALL PROSPECTIVE PROPOSERS  
SUBJECT: Forensic Casework for DNA Analyses  
RFP-00126

This addendum becomes a part of the subject Request for Proposals (RFP).

The inquiry listed below was received and the corresponding response is as follows:

Regarding Addendum No. 3, Question 2, A: 15% of cases may require differential extractions. A differential extraction requires two DNA tests. Can selected Proposer charge these as 2 samples then?

A: Only one sample will be utilized for differential extractions and, therefore, charge as one sample.

**All other information remains the same.**

Miami-Dade County

*Martha Perez-Garviso*

Martha Perez-Garviso  
Procurement Contracting Officer

cc: Clerk of the Board  
Suzanne Villano, Assistant County Attorney

## Question and Answers for Bid #RFP-00126 - Forensic Casework for DNA Analyses

OVERALL BID QUESTIONS		
<p><b>Question 1</b> 1. Is the agency seeking one or more than one service provider? (Submitted: Sep 17, 2014 2:12:10 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 2</b> 2. Will all cases/samples submitted be associated with property crimes or, if not, what percentage of samples might require differential extractions? (Submitted: Sep 17, 2014 2:12:27 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 3</b> 3. Samples are described as all prescreened and primarily in the form of swabs, cuttings, or stain cards . a. What percentage of samples will not fall into that description? b. May we offer two different prices, one for samples that fall into that description and one for larger items? (Submitted: Sep 17, 2014 2:12:41 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 4</b> 4. Does the agency wish to receive proof that the Offeror is currently in compliance with the NEPA as part of the bid response? (Submitted: Sep 17, 2014 2:12:53 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 5</b> 5. We do not subcontract the services we offer. Since the solicitation specifies on page 4 in section 1.9 that subcontractors are not allowed, would the agency waive the requirement to submit the Fair Subcontracting Practices and the Subcontractor/Supplier Listing forms? (Submitted: Sep 17, 2014 2:13:06 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 6</b> 6. Please confirm our understanding that only those individuals who may ultimately be tasked with making a presentation on behalf of the Company as part of the review or award evaluation process need be listed on the Lobbyist Registration and Oral Presentation form. (Submitted: Sep 17, 2014 2:13:18 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 7</b> 7. Would it be equally acceptable to Miami-Dade County to be listed on the certificate of insurance as certificate holder rather than additional insured? (Submitted: Sep 17, 2014 2:13:32 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 8</b> 8. We do not contemplate using automobiles in Miami-Dade County pursuant to this Contract. Will the agency consider waiving the requirement for Automobile Liability Insurance? (Submitted: Sep 17, 2014 2:13:48 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 9</b> 9. Please identify the current or most recent vendor providing Forensic casework DNA analysis and provide their pricing. (Submitted: Sep 17, 2014 2:17:22 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 10</b> 10. Please provide the number, or an estimate of the number, of samples or cases outsourced each year under the prior contract? (Submitted: Sep 17, 2014 2:17:44 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		
<p><b>Question 11</b> 11. Regarding section 2.3 #1: All samples that have more than two alleles per locus must be specified in a separate list. Please clarify this requirement. Does MDPD want a table for mixtures or does this refer to tri-allele reference profiles? (Submitted: Sep 17, 2014 2:17:55 PM EDT)</p> <p><b>Answer</b> - Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)</p>		

**Question 12**

12.Regarding section 2.4 #2: The analysis will not be considered complete until allele data for all of the thirteen CODIS core loci has been generated and deemed satisfactory by the MDPD. Does this requirement refer only to reference samples? Due to the nature of evidence samples, it is not always possible to obtain a full thirteen CODIS core loci profile. (Submitted: Sep 17, 2014 2:18:10 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:56 AM EDT)

**Question 13**

13.Regarding section 2.4 #8: The selected Proposer shall provide testimony in any subsequent legal proceedings to explain and support their findings, as required. Will the proposer be able to bill for testimony and travel expenses? (Submitted: Sep 17, 2014 2:18:18 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 14**

Could Miami-Dade please provide a definition of project manager as mentioned in Section 4.2 RFP#00126 and Item 3 on the Proposer Information Sheet? (Submitted: Sep 18, 2014 12:45:30 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 15**

Section 2.3.1 of RFP#00126 requires utilization of GeneMapper® ID software v3.2.1 (or later version). Would GeneMapper® ID-X software be acceptable? (Submitted: Sep 18, 2014 12:45:53 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 16**

Section 2.3.2 of RFP#00126 states: The DNA extracts and amplified DNA are to be retained by the selected Proposer according to its administrative policies. What is the expectation of Miami-Dade regarding the length of time extracts are to be retained by the vendor laboratory? For instance, would 60 days after completion be acceptable? (Submitted: Sep 18, 2014 12:46:17 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:56 AM EDT)

**Question 17**

Two documents (Lobbyist Registration for Oral Presentation and the Due Diligence Affidavit ) require notarization. Would it be acceptable to Miami-Dade to have these forms notarized, scanned, and attached as a PDF? (Submitted: Sep 18, 2014 12:46:50 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:56 AM EDT)

**Question 18**

Section 2.1. Will the estimated 3,500 samples per year from backlogged DNA analysis come from cases other than property crimes such cold cases, violent crimes, or sexual assaults? Can MDPD provide an estimate to the type of samples that will be submitted (i.e. 30% will require differential extraction). (Submitted: Sep 25, 2014 1:44:16 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:56 AM EDT)

**Question 19**

Section 2.5 #2. Recently the NEPA/FONSI compliance process has been simplified since NIJ prepared a Programmatic Environmental Assessment (EA) to address the effects of NIJ funded programs. This process requires grantees to complete an NIJ grants program checklist and submit for approval. Would the approved checklist be an acceptable alternative? (Submitted: Sep 25, 2014 1:44:35 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:56 AM EDT)

**Question 20**

Article 8. Since prices shall remain firm and fixed for the term of the contract is MDPD planning to evaluate any new technologies (such as expanded kits) that should be considered in the overall price/sample? (Submitted: Sep 25, 2014 1:44:45 PM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 21**

Sections 2.4 Deliverables and Reporting Requirements #5 Analysis of batches is expected to be completed within 60 days. Does the 60 days include returning the evidence? (Submitted: Sep 26, 2014 9:37:28 AM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 22**

Who pays for shipping evidence to the lab and returning it to MDPD (Submitted: Sep 26, 2014 9:37:42 AM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 23**

#8 Providing testimony. Is testimony cost included in the swab bid pricing? (Submitted: Sep 26, 2014 9:37:48 AM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 24**

If a CODIS hit occurs, will a confirmation standards be submitted to outsourcing lab for statistical reporting? (Submitted: Sep 26, 2014 9:38:09 AM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)

**Question 25**

Is it acceptable to stop at quant if there is no DNA present, or does MDPD require every sample to be amplified regardless of the quant results? (Submitted: Sep 26, 2014 9:42:26 AM EDT)

**Answer**

- Refer to Addendum No. 3 for response. (Answered: Oct 8, 2014 11:40:57 AM EDT)