

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Previous Contract/Project No. EPP-RFP8514-3/13</div>
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>	LIVING WAGE APPLIES: <u> </u> YES <u> </u> X <u> </u> NO				

Requisition/Project No: ROID1400050 TERM OF CONTRACT: 5 year with options-to-renew
Requisition/Project Title: - Forensic Casework for DNA Analyses

Description: 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 Crime Laboratory Bureau requires samples from backlogged DNA criminal cases to be outsourced to a certified laboratory for analysis.

User Department(s): Miami-Dade Police Department

Issuing Department: Internal Services Department Contact Person: [REDACTED]

Estimated Cost: \$3,000,000.00 Funding Source: Federal Funded REVENUE GENERATING: NO

ANALYSIS

Commodity/Service No: <u>96222</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING	2ND YEAR	3RD YEAR	
Contractor:	CELLMARK FORENSICS INC	CELLMARK FORENSICS INC	CELLMARK FORENSICS INC
Small Business Enterprise:			
Contract Value:	\$450,000.00	\$540,000.00	\$940,000.00
Comments:			
Continued on another page (s): <u> </u> Yes <u> </u> No			

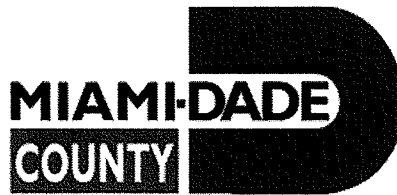
RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Ingrid Bernal Date to SBD: 2/25/2014
Date Returned to DPM:

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
FORENSIC CASEWORK FOR DNA ANALYSES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2014 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, 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:

Ingrid Bernal, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4211
E-mail: ibernal@miamidade.gov

**PROPOSAL RESPONSES DUE:
INSERT DATE AND TIME**

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).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. 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. 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 Crime Laboratory 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:

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 hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

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 "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. 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.
7. 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. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. 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.

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.

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. 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. 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 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.

1.6 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.

1.7 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.

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.

It is the County's intention to select up to two Proposers to provide the requested services. The County anticipates awarding a contract to a primary contractor and a secondary contractor. In situations where the primary contractor cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, as determined by the MDPD Crime Laboratory Bureau, the County reserves the right to go to the secondary contractor.

2.2 Qualifications

A. Minimum Qualifications Required

The Proposer shall be currently accredited by either the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) or Forensic Quality Services (FQS) in serology, biological screening, and nuclear DNA testing at the time of the proposal due date. (Note: This is a requirement through the contract award and is a continuing condition of award.)

B. Preferred Experience

The selected Proposer should have experience in outsourced DNA casework for federal and/or state law enforcement agencies.

2.3 Tasks

1. The MDPD Crime Laboratory Bureau will submit samples to the selected Proposer as specific evidence from a case. The samples will be marked with the MDPD case number, item number and MDPD analyst's initials. The items will have been screened and/or tested for the presence of possible biological material by the MDPD Crime Laboratory Bureau. The specimens will primarily be in the form of swabs or cuttings.
2. The selected Proposer will perform the extraction and quantitation of the DNA. The DNA extracts and amplified DNA shall be retained by the selected Proposer in accordance with the selected Proposer's Analytical Protocol. Remaining evidence materials shall be returned to the MDPD Crime Laboratory Bureau via an insured overnight courier to be approved by MDPD. The cost of return shipping shall be at the expense of the selected Proposer.
3. 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. 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).
4. In the event the obtained DNA profile produces a subsequent database match, the selected Proposer shall provide DNA analysis of the subject standard to confirm the Combined DNA Index System (COOIS) database identification and issue a match report as indicated in #3 of Section 2.4. Notwithstanding the contract term, the selected Proposer shall provide confirmation DNA analysis as stipulated above beyond the termination, cancellation, or expiration of any agreement as a result of this solicitation.
5. The selected Proposer shall provide testimony in any subsequent legal proceedings related to cases for which analysis services were provided. The cost of travel, expert witness fees or duplication of data due to subpoena by the prosecution or defense, or due to compelled appearance or production of records shall be the expense of the selected Proposer. Notwithstanding the contract term, the selected Proposer shall provide testimony as stipulated above beyond the termination, cancellation, or expiration of any agreement as a result of this solicitation. 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.
6. The selected Proposer shall not transfer or sub-contract the DNA samples or casework under this solicitation to any other laboratory. All such work shall be completed at the selected Proposer's facility.

2.4 Deliverables and Reporting Requirements

1. The selected Proposer shall submit to MDPD all electronic data produced from the analysis of samples on CD-ROM and the data shall be organized such that MDPD may immediately re-analyze any of the data. DNA profiles determined by the selected Proposer to meet the Guidelines of Acceptance of DNA Data into the CODIS shall be submitted to MDPD in pre-common message format (CMF) hardcopy Excel spreadsheet files and as CMF files on CD-ROM.
2. Sample numbering in the CMF file shall adhere to the MDPD's current numbering format. The laboratory shall provide on CD-ROM a separate spreadsheet listing the 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.

3. The selected Proposer shall issue a signed court-ready report to the MDPD Crime Laboratory that includes the MDPD case number, Proposer's case number, items tested, analysis results, conclusions with statistics when appropriate, and DNA profile results from each sample. The court-ready report shall be well organized and comprehensible.
4. Analysis of batches of evidence samples shall be completed by the selected Proposer within 60 days of receipt and the DNA profile data delivered to MDPD via an insured overnight courier to be approved by MDPD. Batches will consist of 50-100 evidence samples. All remaining evidence samples are to be delivered by an insured overnight courier to MDPD Crime Laboratory within 60 days after the DNA profile data has been reviewed by the MDPD. The cost of printing, CD-ROM and return shipping shall be at the expense of the selected Proposer.

2.5 Other Requirements

1. The selected Proposer shall provide immediate notification to the MDPD Crime Laboratory Bureau in the event that there is a change to the selected Proposer's ability to meet the minimum qualifications required herein. Failure to maintain accreditation will be sufficient grounds for the County to terminate the agreement.
2. The selected Proposer shall participate in an external proficiency-testing program from a test provider that has been approved by the ASCLD-LAB. The selected Proposer shall successfully complete the proficiency tests, and provide to MDPD a summary of any proficiency test results completed during the agreement period. An error on a proficiency test may be grounds for immediate termination of any agreement as a result of this solicitation.
3. 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.
4. 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.
5. Payment by the County will not be made on any samples that are not analyzed according to the specifications herein.
6. The selected Proposer shall not provide details of services provided to MDPD in product literature or advertising without written approval from the MDPD.

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 relevant experience and qualifications.	40
2. Proposer's approach to providing the services requested in this Solicitation	40
<u>Price Criteria</u>	<u>Points</u>
3. Proposer's proposed price	20

4.3 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.

4.4 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.

4.5 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; scores in clusters; significant breaks in scoring; and/or maintaining competition.

The MDPD Crime Laboratory Bureau will provide a set 10-15 samples for DNA analysis to the Proposer(s) selected based on 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 Crime Laboratory 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.

4.6 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer 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 negotiate, if any, taking into consideration the Local Preference Section above. 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.
- b) 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, any of its employees or subcontractors is or has been involved within the last three years.

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 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 recommended 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 Contractor 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.

c) Inspector General Reviews

Inspector General Reviews is not applicable to this Solicitation.

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package