

Evidence Packaging and Security Systems Supplies – RQID1200076

Verification of Availability

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation To Bid (ITB)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same.

Please pay “**CLOSE**” attention to the various sections and the “**SPECIAL**” requirements for each, and confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See **2.1** through **3.2** – Paying very close attention to **3.1** through **3.2**. (While you are not bidding at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

Are you able to satisfy the requirements of the attached documents?

YES NO

Do you have prior experience consistent with the requirements of this ITB?

YES NO

Would you be able to satisfy the requirements of “Section 2.28” if required?

YES NO

Name of Firm: _____ **SBE Exp. Date:** _____

Owner’s Name: _____ **Signature:** _____

Please respond by **12:00pm, Tuesday June 5, 2012.**

Any questions, feel free to contact me at the number below.

Regards,

Vivian O. Walters, Jr.

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SECTION 2
SPECIAL CONDITIONS

EVIDENCE PACKAGING AND SECURITY SYSTEMS SUPPLIES

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of evidence packaging and security system supplies for various County departments on as needed basis.

2.3 PRE BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS

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

2.5 OPTION TO RENEW : INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: TO TWO (2) LOWEST PRICED BIDDERS IN THE AGGREGATE

Award of this contract will be made to two (2) responsive, responsible bidders who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible bidder, the County will award this contract to the designated lowest bidder as the primary Bidder and will award this contract to the designated second lowest bidder as the secondary Bidder respectively. If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods from the secondary Bidder. Award to multiple bidders is made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The

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County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

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

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA:

The manufacturer's name, brand name and/or model number information contained in this Solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- : Product Information Sheets
- : Product Samples with Initial Offer

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the item offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the item described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

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The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

- 2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED**
- 2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMITTED**
- 2.12 BID GUARANTY: INTENTIONALLY OMITTED**
- 2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED**
- 2.14 CERTIFICATIONS: INTENTIONALLY OMITTED**
- 2.15 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES**

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

All invoices shall contain the following basic information:

- I. Awarded Bidder Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and awarded Bidder
 - Date of invoice
 - Invoice number
 - Awarded Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of items provided
 - Extended total price of the items
 - Applicable discounts
- IV. Items provided per Contract:

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- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order

2.16 SHIPPING TERMS: F.O.B. DESTINATION

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

2.17 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER:

The awarded Bidder(s) shall make deliveries within thirty (30) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should any of the awarded Bidder(s) to whom the contract(s) are awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract for the awarded primary Bidder is terminated, it is hereby understood and agreed that the County has the authority to purchase the items from the awarded secondary Bidder, and to charge the awarded primary Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

The County may authorize certain County employees in writing to pick-up items under this contract. Awarded Bidder(s) shall require presentation of this written authorization and shall maintain a copy of such authorization. If the awarded Bidder is in doubt about any aspect of pick-up items, awarded Bidder shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS MUST BE FILLED WITHIN TEN (10) CALENDAR DAYS:

If the awarded Bidder(s) cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the awarded bidder's manufacturer or distributor; the awarded Bidder(s) shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The awarded Bidder(s) shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from the awarded secondary Bidder, and charge the awarded primary Bidder under this contract for

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any directly associated re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Constance Thame, at (305) 375-1078 email –cthame@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP):

User Access Fee

Pursuant to Miami-Dade County Code Section 2-8.10, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The awarded Bidder(s) providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

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

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

Miami-Dade County shall have no liability to the awarded Bidder(s) for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

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Vendor Compliance

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

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

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

2.24 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:

The awarded Bidder(s) hereby acknowledges and agrees that all items, except where recycled content is specifically requested, supplied by the awarded Bidder(s) in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the items supplied to the County by the awarded Bidder(s) are found to be defective or do not conform to specifications: (1) the items may be returned to the awarded Bidder(s) at the bidder's expense and the contract cancelled, or (2) the County may require the awarded Bidder(s) to replace the items at the awarded Bidder's expense.

2.25 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The awarded Bidder(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.26 AWARDED PRIMARY BIDDER DESIGNATION:

While the method of award identified in Section 2.6 of the Solicitation prescribes the method for determining the lowest responsive, responsible bidder, the County will award this contract to the designated lowest Bidder as the primary Bidder and will award this contract to the designated second lowest Bidder as the secondary Bidder respectively. If the County exercises this right, the awarded primary Bidder shall have the primary responsibility to deliver the items identified in this contract. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract.

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2.27 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this Solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded primary Bidder to obtain a price quote for the similar items. In the event that the awarded primary Bidder cannot provide the items, the County representative may obtain a price quote from the awarded secondary Bidder. The County reserves the right to award these similar items to the awarded primary awarded Bidder, to the awarded secondary Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.28 SAMPLES MAY BE REQUIRED DURING EVALUATION:

After the County opens the Bid Proposals, the awarded Bidder(s) may be required to submit a sample for the items to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the awarded Bidder(s) of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the Bidder's proposal. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by the awarded Bidder(s). On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the items to be provided by the awarded Bidder(s) during the contract period shall conform to the sample submitted. The awarded Bidder(s) shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.29 SHELF LIFE OF STOCK:

The awarded Bidder(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County.

2.30 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT:

Substitute brands or models may be considered during the contract period for discontinued items. The awarded Bidder(s) shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the County prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

SECTION 3
TECHNICAL SPECIFICATIONS

EVIDENCE PACKAGING AND SECURITY SYSTEM SUPPLIES

3.1 SCOPE OF WORK:

To provide evidence packaging and security system supplies for various Miami-Dade County departments.

3.2 SPECIFICATION AS FOLLOWS:

- 1 Electric Evidence Pouch Sealer, 115 volts AC, 12" sealing length, with hinge on one end and one end open, time/temperature control. The following manufacturers, or approved equal, Scotch Model No. 210-12, Lynn Peavey Co. Model No. 5197, Fitzco Model No 07003.
- 2 Evidence Labels, size: 3-1/4" x 5", self adhering, sensitive, non-peelable, tamper proof, capable of being written on with marker and ball point pens without smudging. Preprinted on face with organizational logo, and format designed by Miami-Dade County, Property Evidence Bureau. The following manufacturers, or approved equal, Kapak Model No. KL-116, Lynn Peavey Co. Model No. 80120, Fitzco Model No. 04 044.
- 3 Chain of Custody Labels, size: 3-1/4" x 5-1/2", self-adhering, sensitive, non-peelable, tamper proof, capable of being written on with marker and ball point pens without smudging. Preprinted on face with organizational logo and format designed by Property Evidence Bureau. Must be compatible with scotch polyester evidence pouches. The following manufacturers, or approved equal, Kapak Model No. KL-142, Lynn Peavey Co. Model No. 99999, Fitzco Model No. 04043.
- 4 Multipurpose Pouches heavy-duty construction, 4.5 mil. thick, heat sealable, polyester, polyolefin barrier film, transparent, airtight and moisture proof, resistant to storage effects and dimensional change at high relative humidity and resealable,

Dimension as follows:

Tear Strength	80 Elmendorf GM/mill
Burst Strength	50 lb/sq. inch
Tensile Strength	20 lb/in. width
Heat sealing range	300 Degrees – 400 Degrees F