

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="checked" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No:
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition/Project No: RQPD1200025

Term of Contract: 5 Years with 1 five-year option-to-renew

Requisition/Project Title: Laboratory Information Management System

Description: Solicit RFP proposals to replace the existing laboratory information management system currently utilized by the Miami-Dade Police Department.

User Department(s): MDPD  
Issuing Department: ISD  
Estimated Cost: \$1,023,044

Contact Person: Erick Martinez Phone: 305-375-1075  
Funding Source: National Institute of Justice Grant

**ANALYSIS**

Commodity/Service No: 205-62		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="checked" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
		<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>
		<u>3<sup>RD</sup> YEAR</u>	
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

**RECOMMENDATIONS**

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

Basis of Recommendation:

Signed: Erick Martinez

Date to DBD: 09/12/2012

Date Returned to DPM: \_\_\_\_\_

**Walters, Vivian (RER)**

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**From:** Martinez, Erick (ISD)  
**Sent:** Tuesday, May 28, 2013 10:56 AM  
**To:** Walters, Vivian (RER)  
**Subject:** RQID1300022 - LABORATORY INFORMATION MANAGEMENT SYSTEM  
**Attachments:** RFP862.docx; Contract Project Measure Analysis (LIMS).doc; rqpd1200025-sbd-final-recommendation.pdf

Good morning Vivian,

Please see the attached project. It was previously reviewed under RQPD1200025 last year. It has been over six months since the last review and we are re-submitting under a new requisition number. Please provide a new measure recommendation.

Thank you,

Erick Martinez, CPPB  
Procurement Contracting Officer 1  
Miami-Dade County  
Internal Services Department  
Team 2  
Tel: (305) 375-1075

"We choose to ... do these things not because they are easy, but because they are hard, because that goal will serve to organize and measure the best of our energies and skills..." - Pres. John F. Kennedy

## Small Business Development Division

### *Project Worksheet*

**Project/Contract Title:** LABORATORY INFORMATIONMANAGEMENT SYSTEM

Received Date: 09/14/2012

**Project/Contract No:** RQPD1200025

**Funding Source:**

**Department:** MIAMI DADE POLICE DEPARTMENT

## FEDERAL FUNDING

**Estimated Cost of Project/Bid: \$1,023,044.00****Resubmittal Date(s):****Description of Project/Bid:**

To establish a contract to solicit proposals to replace the existing laboratory Information Management System currently being utilized by the Miami Dade Police Department

Contract Measures Recommendation		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE	


Reasons for Recommendation
<p>NO MEASURE - FEDERAL FUNDING</p> <p>Funding Source: National Institute of Justice Grant</p> <p>Commodity Code: 20562-Software, Data Base Management Control: Preprogram</p>

Analysis for Recommendation of a Goal				
<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
Total		:		

**Living Wages:** YES ☐ NO ☒

**Responsible Wages:** YES ☐ NO ☒

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____		Tier 2 Set Aside _____	
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____		Goal _____	Bid Preference _____
No Measure _____		Deferred _____	Selection Factor _____
CWP _____		 _____ SBD Director	
		Date _____	

**REQUEST FOR PROPOSALS (RFP) No. 862**  
**FOR A**  
**LABORATORY INFORMATION MANAGEMENT SYSTEM**

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

Not Applicable

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
For The  
Miami-Dade Police Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Erick Martinez, CPPB, Procurement Contracting Officer 1  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1075  
E-mail: [emtnez@miamidade.gov](mailto:emtnez@miamidade.gov)

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**June 19, 2013 at 2:00 PM (local time)**

at

CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery 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.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at [www.miamidade.gov/procurement](http://www.miamidade.gov/procurement) or the Vendor Assistance Unit 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 Police Department, hereinafter referred to as "MDPD," is soliciting proposals for a turn-key configurable commercial off-the-shelf Laboratory Information Management System (LIMS) for use in multiple areas of the MDPD.

The selected Proposer will be responsible for delivery of a complete turn-key LIMS System inclusive of all software licensing, hardware, implementation, integration, configuration, data conversion, training, maintenance, and support services. The County anticipates awarding a contract for an initial five year period, with one (1), five-year option to renew, at the County's sole discretion.

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

Solicitation issued:	May 24, 2013
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:	May 31, 2013
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Anticipated to begin the week of June 24, 2013
Projected award date:	October 2013

**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 Form A-1, 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.
8. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.

### 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](mailto:clerkbcc@miamidade.gov).

### **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. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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 INTRODUCTION**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade Police Department, hereinafter referred to as "MDPD," is soliciting proposals for a turn-key configurable commercial off-the-shelf Laboratory Information Management System (LIMS) for use in multiple areas of the MDPD.

The selected Proposer will be responsible for delivery of a complete turn-key LIMS System inclusive of all software licensing, hardware, implementation, integration, configuration, data conversion, training, maintenance, and support services. The County anticipates awarding a contract for an initial five year period, with one (1), five-year option to renew, at the County's sole discretion.

### **2.2 ABBREVIATIONS**

The following abbreviation table contains terms used throughout this Scope of Services.

<b>Abbreviation</b>	<b>Description</b>
AFIS	Automated Fingerprint Identification System
ASCLD/LAB	American Society of Crime Lab Directors/Laboratory Accreditation Board
CALEA	Commission on Accreditation for Law Enforcement Agencies
CDS	Career Development System
CERF	Central Evidence Reception Facility
CILU	Critical Incident Logistics Unit
CJIS	Criminal Justice Information System
CODIS	Combined DNA Index System
COTS	Commercial Off The Shelf
CP	Communication Plan
DFS	Digital Forensic Section
EDMS	Electronic Document Management System
ETS	Equipment Tracking System
FSB	Forensic Services Bureau
ISO	International Organization for Standards
LIMS	Laboratory Information Management System
MDPD	Miami-Dade Police Department
NCIC	National Crime Information Center
NIBIN	National Integrated Ballistic Information Network
PES	Property and Evidence Section
PETS	Property and Evidence Tracking System
PM	Project Manager
PMP	Project Management Plan
RFID	Radio-Frequency Identification
STS	Subpoena Tracking System



VTs	Vehicle Tracking Systems
WTS	Warrant Tracking System

### 2.3 **BACKGROUND**

MDPD currently uses an internally developed Property and Evidence Tracking System (PETS). PETS is a client-server application with approximately 800 users. It is written in PowerBuilder 11.5 and uses an Oracle 10g database.

PETS contains the following system modules: Property and Evidence, Biology/DNA, Analytical/Chemistry, Forensic Identification (CERF, Firearms, Toolmark), Investigative/Crime Scene, Forensic Imaging, Fingerprint/Latent, Equipment Tracking System (ETS), Vehicle Tracking Systems (VTS), Career Development System (CDS), Critical Incident Logistics Unit (CILU), Warrant Tracking System (WTS), and Subpoena Tracking System (STS).

PETS provides email notifications of links made in the National Integrated Ballistic Information Network (NIBIN) and provides Chemistry reports to lead MDPD investigators. In addition, PETS makes chemistry reports available via the internet to the State Attorney's Office.

#### 2.3.1 **Current Hardware and Operating System**

PETS is compatible with Windows XP, Vista, and Win7 (32-bit & 64-bit)  
 PETS barcode printers: Intermec 4420 barcode printers  
 PETS scanners: Intermec Sabre 1550, SR6IT  
 PETS Web is compatible with Internet Explorer 8

#### 2.3.2 **Current Database Information**

Oracle 10G  
 Size: approx. 20 GB  
 Tables: 287  
 Indexes: 346  
 Trigger: 302  
 Packages: 10  
 Views: 4  
 Procedures: 18  
 Sequences: 98  
 Server: IBM AIX

#### 2.3.3 **Currently Owned Forensic Instrumentation**

CHEMISTRY	
NAME	MODEL
Aspex (GSR SEM)	PSEM 2000
Agilent GC/MS	6890N/5975B;6890N/5975;7890A/5975C ;6890N/5973
Perkin Elmer GC/IRD	500GC/Spectrum GX
Thermo Sci FTIR Spectrometer	Nexus470
PerkinElmer FTIR Spectrometer	Spectrum (models: One,100,2000)
ThermoFisher Scientific	PolarisQ/Trace GC

ThermoFisher Scientific Raman Spectrometer	DXR SmartRamon
EDAX XRF	Eagle III
Foster & Freeman	Grim III
Bruker	Scion SQ Mass Spectrometer
Perkin Elmer GC/FID	Clarus 580

BIOLOGY	
NAME	MODEL
Life Technologies	7500 Real time PCR system, 3130XL Genetic Analyzer, 9700 Thermal Cycler
Bio-Tek	Precision Power
Qiagen	EZI Advanced XL, Qiagility, QiaCube

LATENT	
NAME	MODEL
Morphotrak	Omnittrak server 9.5.1.0
Foray ADAMS	2.2.6.0

## 2.4 **OBJECTIVES**

MDPD intends to replace its antiquated and unsupported PETS application with a modern and state-of-the-art turn-key configurable, commercially available Laboratory Information Management System (LIMS). The Proposed LIMS shall be inclusive of all software, hardware, licenses, and cabling necessary for the proper operation of the system. The Selected Proposer shall be required to provide all services outlined inclusive of on-going maintenance and support during the resultant contract term to deliver a fully functional LIMS. It is also expected that the proposed LIMS shall be compatible with the existing forensic instrumentation (Section 2.3.3) used by MDPD.

LIMS will be used by all County law enforcement agencies and external municipal, State, and Federal agencies. For this reason, the proposed LIMS shall be configured to provide external agencies access to the LIMS via the internet based on defined user roles and security permissions. Therefore, the proposed LIMS shall comply with the following mandatory standards:

- American Society of Crime Lab Directors Laboratory Accreditation Board (ASCLD/LAB)
- Commission on Accreditation for Law Enforcement Agencies (CALEA)
- International Organization for Standards (ISO) 17025 International Standards

## 2.5 **LICENSING REQUIREMENTS**

- 2.5.1** The system shall have the capacity to support a minimum of 500 total users with 250 concurrent users.

- 2.5.2** The vendor shall provide a price option for both individual licensing and also for an unlimited usage license.

## **2.6 ASCLD/LAB REQUIREMENTS**

The ASCLD/LAB currently accredits most of the federal, state and local crime laboratories in the United States and internationally. It is necessary for the MDPD crime laboratory to maintain its accreditation with this organization. Therefore, the LIMS shall comply with the standards set forth by ASCLD/LAB.

- 2.6.1** LIMS shall document the chain of custody for all evidence from collection to laboratory submission to final disposition (i.e. cradle to grave). Per ASCLD/LAB 2011 Supplemental Requirement 5.8.1.1, forensic science laboratories shall be able to demonstrate that the evidence examined and reported on was submitted to the laboratory. A "chain of custody" record shall be maintained from the time of collection and reflect all evidence transfers. The record shall detail each person taking possession of an item of evidence, or the location of that item.
- 2.6.2** LIMS shall allow the ability for evidence to be sub-sampled and tracked back to the original evidence source, independently of a numbering system. Per ASCLD/LAB 2011 Supplemental Requirement 5.8.1.1.1, when evidence is subdivided in the laboratory, sub-items shall be tracked through a documented chain of custody record to the same extent that the original items of evidence are tracked.
- 2.6.3** LIMS administration function shall comply with ASCLD/LAB International standards.
- 2.6.4** LIMS shall implement security measures, in compliance with Federal Guidelines as stated in the CJIS Security Policy, to ensure that data transmission, processing, and storage are secure.
- 2.6.5** LIMS shall provide the ability to track electronic changes, to backup records stored electronically and to prevent unauthorized access or amendments to data as per ISO/IEC 17025/2005.

## **2.7 MANDATORY LIMS FUNCTIONAL REQUIREMENTS**

LIMS shall facilitate the operational needs of each FSB functional area within MDPD. These areas include: Biology/DNA, Analytical/Chemistry/Trace, Forensic Identification (CERF, Firearms, Toolmark, NIBIN), Investigative/Crime Scene, Forensic Imaging, Fingerprint/Latent, Digital Forensic and Property and Evidence. MDPD requires the following mandatory requirements for the functionalities to be delivered:

- 2.7.1** LIMS shall have been used in a forensic laboratory that has met accreditation standards set by the ASCLD/LAB-International within the past five years.
- 2.7.2** LIMS shall be compatible with multi document interfacing formats, and interface with the current laboratory instrumentation (Section 2.3.3) and document imaging programs (Electronic Document Management System). The current version of EDMS is Kofax 8.0 and the software that replaces EDMS is ECM Documentum 6.7, Service Pack 1. The LIMS shall have the ability to view all PDF files and photos (JPEG) currently contained within the EDMS. The LIMS shall enable users to update and upload these files each day based on new entries.
- 2.7.3** LIMS shall have the ability to enable the import of data from: NIBIN, CODIS, the MDPD AFIS, and CJIS.
- 2.7.4** LIMS shall have been successfully used for crime scene and property evidence functions.

- 2.7.5** LIMS shall allow for Radio-Frequency Identification (RFID) technology.
- 2.7.6** LIMS shall allow for electronic signature capture capability.
- 2.7.7** LIMS shall have security features that enable MDPD to control access to information and evidence custody based on rank and assigned duties. LIMS shall be configurable to be based on defined user roles and permissions. Levels include: user, supervisor, laboratory manager, and administrator as well as view only or update privileges.
- 2.7.8** LIMS shall require a single log-in to access all assigned modules.
- 2.7.9** LIMS shall have options for its users to view information on the screen, print information, and save files.
- 2.7.10** LIMS shall provide users with the capability to query the status of a case, query the chain of custody of each exhibit, query or case as a whole.
- 2.7.11** LIMS shall provide users with a single query field from which information about the case (biographical), items, assignment and chain of custody can be obtained.
- 2.7.12** LIMS shall provide the capabilities to query a case via all or any combination of the following fields:
- a. Case Number, with variables
  - b. Date(s) of Submission
  - c. MDPD Case Number
  - d. Submitting Agency Name (AOA)
  - e. Submitting Agency's (AOA) Case Number - Defined fields for secondary case numbers so that they are entered in a consistent way, with the ability of an override if a format changes or old evidence needs to be re-entered.
  - f. Defendant/Subject's Name
  - g. Victim's Name
  - h. Offense type
  - i. Inventory number
  - j. Court case number
  - k. Lead investigator (name, agency, bureau, badge number)
  - l. Incident location
  - m. Items by case number
  - n. Backlog of a section
  - o. Backlog of an analyst by badge number
  - p. Items by inventory number
  - q. Submissions completed by section, by analyst and by date range.
  - r. Submissions assigned to a section or to a specific analyst and by date range.
  - s. Unit of measure
  - t. Serial Number
  - u. Classification Code
  - v. Turnaround time
  - w. Vehicle Identification Number
  - x. Vehicle Year, Make Model, or Tag
  - y. Tow Company
- 2.7.13** LIMS shall provide alerts to supervisors regarding timelines required for court or investigative deadlines.
- 2.7.14** LIMS shall provide the capability for end-users to maintain lookup/codes tables and selection lists for data entry.

- 2.7.15** LIMS database shall capture officer names with badge numbers, officer names with officer ID, or the names that correspond with any such ID, assignment and email.
- 2.7.16** LIMS shall provide MDPD system administration functionality to add/maintain access.
- 2.7.17** LIMS shall provide the capability to set the password length and expiration time duration, with a system-generated self-service temporary password re-set. Password re-use conditions shall also be an administrative function. (Note: all passwords shall be stored encrypted)
- 2.7.18** LIMS shall have audit trails on all tables and functions including but not limited to: date created, date updated, content updated and user identification.
- 2.7.19** LIMS shall be compatible with Microsoft Windows Win 7 (32-bit & 64-bit) or most recent version.
- 2.7.20** The LIMS shall be either Oracle or Microsoft SQL compliant using either Oracle 11g or Microsoft SQL Server version 2008 R2 Enterprise.
- 2.7.21** LIMS shall provide on-line help screens and an on-line tutorial detailing business processes for all users.
- 2.7.22** LIMS shall allow users the ability to print extra barcode label and box labels in multiple sizes and different formats (for example: 4 x 6, 2 x 1, 1 x 2 5/8, and 3 x 1) as needed.
- 2.7.23** LIMS shall allow staff to assign evidence to specific locations. The locations shall be user defined (i.e., shelf, box, vault).
- 2.7.24** LIMS shall allow supervisors the ability to assign work to individual analysts and manage workload.
- 2.7.25** LIMS shall produce an audit trail with text describing chain of custody, transfers and names of assigned individuals.
- 2.7.26** LIMS shall allow supervisors to review all previous assigned and unassigned work.
- 2.7.27** LIMS shall allow analysts and/or supervisors to review all log entry and evidence storage data for items with a pending status prior to assignment.
- 2.7.28** LIMS shall allow analysts and/or supervisors to review all log entry and evidence storage data for the assigned work.
- 2.7.29** LIMS shall allow for assignment and transfer of multiple items in a single batch process.
- 2.7.30** LIMS shall provide the ability to assign evidence from the same case number to multiple analysts for analysis or re-examination, and to individually assign a unique number to each piece of evidence, separate from the case number.
- 2.7.31** LIMS shall not require that all items listed on a property receipt have to be packaged and transferred at the same time; individual items can be transferred for additional analysis within a Section of the FSB (i.e. photo, vehicle storage lots) and processed as necessary.
- 2.7.32** LIMS shall allow the analyst and/or supervisor the ability to transfer evidence into a location (i.e. personal evidence locker, vault, or user defined storage location).

- 2.7.33** LIMS shall provide restrictions that prevent entries or transfers prior to all steps in a workflow being properly executed. For instance, a set of conditions shall be satisfied in the order: Evidence Reception, Item Entry, Assignment, Analysis, Test Result, and Report.
- 2.7.34** LIMS shall prevent duplicate case numbers, data entries and assignments.
- 2.7.35** LIMS shall provide the ability to list all unassigned work by disciplines.
- 2.7.36** LIMS shall allow the assigned analyst the ability to record completed activities against the work assignment, enter the results for the examinations performed on individual items, and designate items for deferral by a single batch process.
- 2.7.37** LIMS shall provide functions that allow analysts to record results using drop-down menus and text box fields, as well as record notes into distinct fields for specific disciplines.
- 2.7.38** LIMS shall track the assignment and completion of each case, and generate reports of all tests assigned to and completed by each analyst, as well as produce a pending completion record.
- 2.7.39** LIMS shall have the capability to create ad-hoc (custom) reports using a third party reporting tool, with templates that users can modify and control.
- 2.7.40** LIMS shall auto-populate fields in worksheets and reports using information entered during the evidence submission process.
- 2.7.41** LIMS shall provide users the ability to create case reports based on entered results for each test, as well as the ability to create freeform reports where detailed conclusion/interpretation is warranted. The end case report shall be traceable to specific evidence specimens, cuttings, samples or group of specimens, reagents used, lot numbers, instrument(s), analyst(s) and QAS document methodology version through a database audit.
- 2.7.42** LIMS shall provide an option to MDPD for retrieval of evidence information by a batch process that can group items for the creation of reports, whether for analyzed cases, or for deferred cases.
- 2.7.43** LIMS shall provide for electronic report review by supervisors as well as for technical and administrative review prior to release.
- 2.7.44** LIMS shall store analysis reports as PDF files in its database and allow them to be printed.
- 2.7.45** LIMS shall have the ability to provide outside entities with a secure case results website where case status and results can be reviewed.
- 2.7.46** LIMS shall have an internal function that provides automated e-mail notifications to lead MDPD detectives regarding the disposition of case(s) and availability of completed case reports for viewing.
- 2.7.47** LIMS shall track assignment and completion of each proficiency test, and generate reports of all tests assigned to and completed by each analyst, generate a yearly proficiency schedule for each analyst as well as produce a pending completion record.
- 2.7.48** LIMS shall provide the ability to record court activities (i.e. hearings, depositions, discovery orders, pre-trial conferences, trials) by discipline.

- 2.7.49 LIMS shall include the functionality of the web-based CODIS hit tracker program that enables the import of match data from CODIS as well as the input of disposition status from investigators and makes CODIS hit information available via the internet.
- 2.7.50 LIMS shall include data from cases, evidence, and property for the FSB and PES currently available in PETS.
- 2.7.51 LIMS shall link analysis results entries to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results.
- 2.7.52 LIMS shall provide for control of inventory of all laboratory consumables, with the ability to notify via e-mail or other means about impending expirations or critical stock levels so that new reagents are made or ordered.
- 2.7.53 LIMS shall allow for batch as well as individual data entry for all types of data entered.
- 2.7.54 LIMS shall allow for reconciliation of evidence packaging and its corresponding property receipt.
- 2.7.55 LIMS shall facilitate case management by listing the analyst and date the case was assigned, allowing a specified follow-up date and alerts to supervisors regarding timelines.
- 2.7.56 LIMS shall allow an analyst view only access to data for closed cases without re-opening the case or generating a new case. This should be configurable based upon the user role defined within LIMS.
- 2.7.57 LIMS shall have the capability to sub-item and barcode individual or groups of items on a receipt.

## **2.8 BIOLOGY/DNA LIMS REQUIREMENTS**

The required functionality for the Biology/DNA module to be defined under the proposed LIMS are as follows:

- 2.8.1 LIMS shall allow evidence to be transferred out of the FSB, with full evidence tracking.
- 2.8.2 LIMS shall contain a DNA module that utilizes data from custom worksheets to determine the status of each item's analysis.
- 2.8.3 LIMS shall interface with instrumentation generating results in electronic format.
- 2.8.4 LIMS shall produce case reports for serology, DNA and CODIS matches.
- 2.8.5 LIMS shall maintain records of all cases that were outsourced or analyzed as a result of federal grant funding.
- 2.8.6 LIMS shall produce performance measure reports of the number of cases and samples analyzed within a selected time frame.
- 2.8.7 LIMS shall produce performance measures of case turnaround time and of case backlog.
- 2.8.8 LIMS reports shall tabulate results per analyst, offense, and Section.
- 2.8.9 LIMS shall track cases through analysis, CODIS hits, and hit disposition as entered by investigators.

- 2.8.10** LIMS shall have the ability to store and retrieve information on specimen samples/cuttings taken from bulk evidence.
- 2.8.11** LIMS shall utilize metadata information associated with specimen samples as text, hypertext links and/or images or pointers indexed to relevant databases, or stored as data within its database.
- 2.8.12** LIMS shall have the ability to manage location and storage of specimen samples/cuttings that may be retained in the lab, and provide the ability to log critical preventive maintenance of instruments, balances and refrigerators and flag scheduled preventative maintenance via email or other means to relevant personnel.
- 2.8.13** LIMS shall provide for the archival of all generated DNA instrument data, and linkage to individual cases and items analyzed.
- 2.8.14** LIMS shall have the ability to track the transmittal of specific evidence specimens, cuttings, samples or group of specimens to specific individuals within the lab (intra- as well as inter-Section), as well as to outside entities or to outside laboratories (outsource program), as well as the return of these samples and the associated test results from the outside lab.
- 2.8.15** LIMS shall have the ability to record current casework results, including CODIS match results. As such, the successful proposer shall provide a secure website where outside entities may obtain case status and test results.
- 2.8.16** LIMS shall have the ability to track case file/folder, location/possession from point of creation through scan/store/retrieve and disposition process.
- 2.8.17** LIMS shall have the ability to manage stock inventory of critical laboratory chemicals, reagents and consumables through lot numbers, expiration dates and quality control results and to track the usage of these consumables. It shall have the ability to notify users about pending chemical/reagent expiration dates, manufacturer recalls or whenever certain chemical/reagent or consumable inventory fall below certain preset stock levels so that new inventory can be ordered, or fresh reagents made.
- 2.8.18** LIMS Biology/DNA statistics reports shall allow filtering for a particular analysis, for a particular time frame, for a particular grant, cumulatively for all cases, for agency cases, for a particular offense (i.e. homicide, sexual battery), for cold or current cases, and by analyst.
- 2.8.19** LIMS shall generate Biology/DNA statistics reports with the following information, at a minimum:
- I. Number of cases received
  - II. Number of cases screened
  - III. Number of cases for DNA analysis
  - IV. Number of shipped unopened cases
  - V. Number of cases outsourced
  - VI. Number of cases DNA data received from outsource laboratories
  - VII. Number of outsource cases reviewed
  - VIII. Number of cases with uploadable DNA profiles
  - IX. Number of cases with CODIS hits (forensic)
  - X. Number of cases with CODIS hits (offender)
  - XI. Number of cases with CODIS hits (NDIS, SDIS, LDIS)
  - XII. Number of samples analyzed by outsource laboratory
  - XIII. Number of samples analyzed by the MDPD (in-house)
  - XIV. Percentage of each sample type that produced uploadable DNA profiles
  - XV. Dispositions of CODIS hits



- XVI. Number of CODIS hits from in-house or outsourced cases cumulatively
- XVII. Turnaround time from evidence submission to report
- XVIII. Turnaround time from outsourcing to receipt of DNA data
- XIX. Turnaround time from receipt of outsource data to review
- XX. Number and listing of cases by outsource laboratory batch number
- XXI. Disposition of cases with CODIS hits (from Hit Tracking Database)
- XXII. Unopened case backlog
- XXIII. Number of cases needing reports
- XXIV. Number of reports written
- XXV. Number of reports reviewed
- XXVI. Number of cases scanned, quality controlled or validated
- XXVII. Number of cases assigned by supervisor
- XXVIII. Number of unassigned cases by supervisor
- XXIX. Number of DNA grant-funded cases analyzed

## **2.9 PROPERTY AND EVIDENCE (PES/CERF/FIS/DFS) LIMS REQUIREMENTS**

The required functionality for the Property and Evidence (PES/CERF/FIS/DFS) module to be delivered under the proposed LIMS are as follows:

### **2.9.1 LIMS shall enable the entry of the following case information:**

- a. MDPD case number (unique)
- b. AOA case number (linked to the MDPD number)
- c. Assignment of a unique inventory number per receipt (or per set of related receipts)
- d. Entry of number of packages per inventory number
- e. Case information such as occurrence date, location, etc.
- f. Item number assignment
- g. Item description by drop down menu
- h. Number of items
- i. Item count (ex: 2 of 5)
- j. Officer's information (name, badge number, location, agency, duty status)
- k. Parties involved (suspects, victims) including biographical data owner
- l. Set link for case to lead officer
- m. Email notification to all personnel associated with a case in the event of a case number change

### **2.9.2 LIMS shall provide the following:**

- a. Inventory tracking
- b. Information modification (case number change, lead officer change, etc)
- c. Assign inventory to analyst
- d. Attribution of status codes
- e. Attribution of location codes
- f. Attribution of disposition codes
- g. Attribution of evidence codes
- h. Ability to add new or modify evidence codes

### **2.9.3 LIMS shall record the analyst that accepts evidence, as well as any re-assigned evidence.**

### **2.9.4 LIMS shall provide users the ability to print the entire chain of custody for each submitted exhibit.**

### **2.9.5 LIMS shall be capable of performing both single and multiple batch item(s) transfers while maintaining a record of the chain of custody.**

### **2.9.6 LIMS shall have the ability to add additional evidence after the original case is created.**

- 2.9.7** LIMS shall use bar coding for evidence receiving, tracking, and inventory, and allow for the use of RFID technology.
- 2.9.8** LIMS shall print a bar code label for each piece of evidence received by the FSB. The information shall include case number, inventory number and number of packages per inventory number.
- 2.9.9** LIMS shall provide users with the capability to search existing case numbers on the current submission prior to issuing a new case number.
- 2.9.10** LIMS shall print an evidence receipt for the submitting agency as a record of each transaction.
- 2.9.11** LIMS shall have the ability for law enforcement agencies to upload case and evidence information either prior to or at time of submission via the web and/or removable media. Due to the volume of evidence submitted, MDPD does not expect its personnel to manually enter case and evidence information for submitting agencies. As new officers from different agencies are employed and impound property to the Property and Evidence Section (PES) (ex. Miami-Dade Fire). LIMS PES users shall have the ability to input names/badge numbers into the new system at the point of receiving. LIMS administrators shall have the ability to add new users (officers, users, etc.).
- 2.9.12** LIMS shall enable the PES to send serialized firearm information to the FDLE in batch form on a daily basis. Currently, the replies received from FCIC and NCIC are populated inside the existing PETS database. The new LIMS shall provide the same "output" file structure that is currently used (see attached Appendix "A" – "LIMS FCIC Oracle Table") which will be sent by the existing MDPD application to FDLE (in batch form) to query if the firearm is stolen. This file structure will exist in a new Oracle table that will be used by the new LIMS to store the firearm information that must be sent for query to FCIC/NCIC. The reply from both FCIC and/or NCIC will then be stored into this same Oracle table by the existing MDPD program. The new LIMS will be responsible for creating the information to be sent to FDLE (into the Oracle table), as well as incorporate the updated information (based on FCIC/NCIC replies) into the new LIMS. FSB users will then need to receive an email notification (from the new LIMS) that a reply has been received based on the serialized firearm query and the response is available through the new LIMS.
- 2.9.13** LIMS shall have a function that allows the officers in the field to input data into several forms on their laptops, such as a property receipt, and print it at a later time from the laptop and/or save it as a PDF file. The LIMS shall allow them to take a picture of the impounded property and attach it to the case file if necessary. The LIMS shall enable supervisors and authorized individuals to whom a case has been assigned in the laboratory and PES to access the information in those specific case files. LIMS shall offer the capability for law enforcement agencies to remotely check their case status via the web based on user roles and permissions.
- 2.9.14** The COTS LIMS shall offer the capability for law enforcement agencies to remotely check their case status via the Internet.
- 2.9.15** LIMS shall have a function that enables analysts, supervisors and officers in the field to request the transfer of evidence by email from the PES to the FSB.
- 2.9.16** LIMS shall record the release of evidence to the lead investigator, courier, analyst, submitting agency or owner.
- 2.9.17** LIMS shall have a customizable tickler file as defined within this section.

- 2.9.18** LIMS shall provide the evidence intake staff and staff analysts with the ability to conduct inventories of evidence using existing barcodes without requiring re-labeling of the evidence with new bar codes.
- 2.9.19** LIMS shall provide users the ability to conduct inventory reconciliation of a lab, section or a person with printouts of reconciliation results showing evidence assignments to a specific person or location.
- 2.9.20** LIMS shall provide a requirement for discrepancy and reconciliation of evidence inventory for items, associated property receipts, and misplaced property.
- 2.9.21** LIMS shall allow evidence inventories to be done by one or more individuals with remote or unattached bar code readers.
- 2.9.22** LIMS shall allow for multi-agency submissions under the same MDPD laboratory case number, with different cross-reference case numbers for each agency.
- 2.9.23** LIMS shall have a search tool that allows cross-referencing cases.
- 2.9.24** LIMS shall have an automated disposition function that notifies lead detectives that cases are closed, either by court action or expiration of time limitation according to Florida Statutes, so that they can receive their case information and respond to the PES with an electronic signature for case disposition. LIMS shall provide the ability to electronically notify (via email) case disposition information (as well as other notifications). LIMS needs to provide the ability to capture email information as part of their security module that will contain name, user ID, P/W, etc.
- 2.9.25** LIMS shall have disposition notices generated based upon user configurable queries.
- 2.9.26** LIMS shall provide users within PES automated notifications to lead detectives and/or impound officers regarding the disposition of their case(s).
- 2.9.27** LIMS shall incorporate both inventory creation and item entry in the same view.
- 2.9.28** LIMS shall generate all necessary PES statistics as defined in the reports section of this RFP for PES.
- 2.9.29** LIMS shall support Sealed or Expunged Case requirements including the securing of biographical data.
- 2.9.30** LIMS shall allow changes to property status code and location individually or by batch.
- 2.9.31** LIMS shall allow transfer and check-in/check-out of evidence individually or by batch.
- 2.9.32** LIMS shall allow case closing and re-opening individually or by batch.
- 2.9.33** LIMS shall allow case number maintenance (i.e. delete, modify, cross-reference) based on defined user roles and permissions.
- 2.9.34** LIMS shall allow case biographical information maintenance (i.e. delete, modify).

## **2.10 ANALYTICAL/CHEMISTRY/TRACE LIMS REQUIREMENTS**

The required functionality for the Analytical/Chemistry/Trace module to be delivered under the proposed LIMS are as follows:

- 2.10.1 LIMS shall include analysis results entry linked to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results.
- 2.10.2 LIMS shall provide for control of inventory of all laboratory consumables, with the ability to notify via e-mail or other means about impending expirations or critical stock levels so that new reagents are made or ordered.
- 2.10.3 LIMS shall provide users the capability to manage (i.e. track, control, plan) the chemical drug standard inventory. LIMS shall also manage the calibration checks on analytical equipment, reagents and testing materials.
- 2.10.4 LIMS shall generate automated FSB-defined reports of case analysis results, and shall allow the creation of free-form entry reports (i.e. notes, comments) where detailed conclusion/interpretation is warranted.
- 2.10.5 LIMS shall provide for electronic report review by supervisors as well as for technical and administrative review prior to release.
- 2.10.6 LIMS shall enable a Web-based interface with the Miami-Dade County State Attorney's Office that can be viewed preliminarily and printed after the supervisor's approval process is completed.
- 2.10.7 LIMS shall contain a drug code table that contains all results for drugs and respective drug names for drug reports, and provide the ability to edit the drug code table and add new codes as new drugs are identified.
- 2.10.8 LIMS shall contain a module for Trace Analysis with drop-down menus for Trace code or "other" category that allows manual typing of a non-standard code, and instrumentation used.
- 2.10.9 LIMS shall provide a text box for results and interpretations.

## **2.11 INVESTIGATIVE/CRIME SCENE INVESTIGATIONS/FORENSIC IMAGING LIMS REQUIREMENTS**

The required functionality for the Investigative/Crime Scene Investigations/Forensic Imaging module to be delivered under the proposed LIMS are as follows:

- 2.11.1 LIMS shall generate all Crime Scene Investigations Section reports, as well as any necessary statistics and worksheets (see Appendix "J").

## **2.12 DIGITAL FORENSIC LIMS REQUIREMENTS**

The required functionality for the Digital Forensic module to be delivered under the proposed LIMS are as follows:

- 2.12.1 LIMS shall provide the ability to assign evidence from the same case number to multiple Digital Forensic Section (DFS) analysts, and to individually assign a unique number to each piece of evidence, separate from the case number.
- 2.12.2 LIMS shall conduct generalized searches based on basic case information, including item, serial number, model number/name, make, and memory capacity, and permit simultaneous data entry and retrieval for the same case.
- 2.12.3 LIMS shall have functions that allow for statistics to be generated for based on number of media, number of cell phones, number of hard drives, number of CD's/DVD's.

- 2.12.4** LIMS shall have a security feature that controls access to certain functions, and restricts assignment of items or viewing information from designated cases.
- 2.12.5** LIMS shall allow all DFS personnel to access data and track an item based on security settings with the exception of Professional Compliance or confidential cases.

## **2.13 FINGERPRINT IDENTIFICATION (LATENTS) LIMS REQUIREMENTS**

The required functionality for the Fingerprint Identification (Latents) module to be delivered under the proposed LIMS are as follows:

- 2.13.1** LIMS shall report statistics for each individual latent examiner, each individual contributing agency, each individual offense type and overall totals for the Section by date(s).
- 2.13.2** LIMS shall flag evidence or latent lifts received by the Latent Unit with the same case number by separate submissions (i.e., receipts, inventories) from being assigned to different examiners. All submissions bearing the same case number shall be assigned to the same examiner.
- 2.13.3** LIMS shall have the capability to sub-item and barcode individual or groups of items on a receipt.
- 2.13.4** LIMS shall not require that all items listed on a property receipt have to be packaged and transferred at the same time; individual items can be transferred for additional analysis within a Section of the FSB (i.e. Photo) and processed as necessary.
- 2.13.5** LIMS shall have the capability to interface with the CSIpix.
- 2.13.6** LIMS shall provide reports with the following statistics that can be filtered by entity, analyst, offense type and date:
- a. Number of cases received
  - b. Number of receipts received
  - c. Number of fingerprint lifts received
  - d. Number of Lifts of Value (LOV) from lifts received
  - e. Number of Lifts of No Value (NV) from lifts received
  - f. Number of fingerprint Impressions of Value (IV)
  - g. Number of items of evidence received for processing
  - h. Number of lifts/photos developed on evidence received from processing
  - i. Number of lifts/photos of value developed on evidence items received for processing
  - j. Number of fingerprint impressions of value developed on evidence received from processing
  - k. Number of lifts/photos of no value (NV) developed on evidence received for processing
  - l. Number of lifts/photos developed on evidence items in which fingerprints impressions were identified
  - m. Number of lifts identified from lifts received
  - n. Number of fingerprint impressions identified from lifts received
  - o. Number of lifts/photos identified from evidence received for processing
  - p. Number of fingerprint impressions identified from evidence received for processing
  - q. Number of major case/elimination prints received
  - r. Number of cases in which fingerprints were identified
  - s. Number of subjects identified
  - t. Number of times and list of cases when a Criminal Identification Number (CIN) or State Identification Number (SIN) has been identified
  - u. Number of fingerprints impressions entered into the AFIS (State & Local)

- v. Number of cases entered into AFIS (State & Local)
- w. Number of fingerprints impressions identified by AFIS (State & Local)
- x. Number of cases identified by AFIS (State & Local)
- y. Number of subjects identified by AFIS (State & Local)

## **2.14 CERF, FIREARMS, TOOLMARK, NIBIN LIMS REQUIREMENTS**

The required functionality for the CERF, Firearms, Toolmark, NIBIN module to be delivered under the proposed LIMS are as follows:

- 2.14.1** LIMS shall provide the capability to manage the MDPD Firearms Reference Collection database. It shall also manage the inventory database of firearms ammunition, calibration checks on analytical equipment, reagents and testing materials.
- 2.14.2** LIMS shall contain generalized selections and searches via successive drop-down menus. Specific options shall include semi-automatic firearms, full automatic firearms, revolvers, rifles, shotguns, and the date range of when specified types of firearms or caliber of firearms came into the laboratory.
- 2.14.3** LIMS shall provide customized results (by case) for all tests (i.e. firearms, toolmarks, NIBIN, distance determinations, serial numbers, footwear and tire track impressions). Entry fields should allow every evidence item on the property receipt to be viewed and laboratory results entered with the pertinent information. From drop down menus, selections shall include whether an item was examined, for example, its caliber, its designation (i.e. M, N, O...), occurrence of a NIBIN hit and linked cases, as well as the type of packaging.
- 2.14.4** LIMS shall have a security feature that restricts viewing information from designated cases, and restricts the ability to change entered evidence information (such as caliber or serial number).
- 2.14.5** LIMS shall have the ability to barcode reference collections such as the MDPD Firearm Reference Collection and the fired standards collection, and facilitate inventory through the scanning of individual items.
- 2.14.6** LIMS shall restrict maintenance of the MDPD Firearm Reference Collection data to selected individuals within the Section that are also responsible for editing or adding each item's information based on user defined roles and permissions.
- 2.14.7** LIMS shall allow each firearm added to the gun vault MDPD Firearm Reference Collection to have an audit trail showing the individual who added or edited that information.
- 2.14.8** LIMS shall automatically add a new firearm model to the results entry drop down menu list when it is received in the laboratory for the first time, and allow that list to be edited per the NCIC.
- 2.14.9** LIMS shall enable the results entry process to send serialized firearm information to the FDLE in batch form on a daily basis. Currently, the replies received from FCIC and NCIC are populated inside the existing PETS database. The new LIMS shall provide the same "output" file structure that is currently used (see attached Appendix "A" – "LIMS FCIC Oracle Table") which will be sent by the existing MDPD application to FDLE (in batch form) to query if the firearm is stolen. This file structure will exist in a new Oracle table that will be used by the new LIMS to store the firearm information that must be sent for query to FCIC/NCIC. The reply from both FCIC and/or NCIC will then be stored into this same Oracle table by the existing MDPD program. The new LIMS will be responsible for

creating the information to be sent to FDLE (into the Oracle table), as well as incorporate the updated information (based on FCIC/NCIC replies) into the new LIMS. FSB users will then need to receive an email notification (from the new LIMS) that a reply has been received based on the serialized firearm query and the response is available through the new LIMS.

## **2.15 REPORTS**

LIMS shall be capable of generating customized reports for the Forensic Services Bureau. The successful Proposer shall configure LIMS to generate the list of reports found below. Additionally, LIMS should provide the MDPD with the ability to create ad-hoc reports as needed. Please refer to Appendices "B" through "M" to view the sample reports and required fields.

### **2.15.1 GENERAL REPORTS (APPENDIX "B")**

1. Case General Information
2. Case Tracking Information
3. Cases by Court Case Number
4. Cases By Impound Officer ID
5. Cases by Last Name
6. Cases by Lead Officer ID
7. Cases by Offense Code
8. Cases by Secondary Case Number
9. Closed Court Cases by Agency and Date
10. Court Information from Case Number
11. Gun Listing
12. Inventory Deleted Table from Receipt Number
13. Inventory Tracking from Case Number
14. Inventory Tracking from Inventory ID
15. Item Tracking from Receipt Number
16. Items by Offense Code
17. Items by Receipt Number
18. Items by Serial Number
19. Items from Case Number
20. List of Agency Site Codes
21. List of Classification Codes
22. List of Offense Codes
23. List of Status Codes
24. Officer Audit Report
25. Quality Assurance – Case Status "N"
26. Quality Assurance – Invent by Site Status "N"
27. Quality Assurance Who Created Bio Join
28. Submissions (Inventory) by Case Number
29. Transfer Log from Release to ID
30. Badge In Use Report
31. Closed Cases without assigned Assistant State Attorney
32. Items by Vehicle Identification Number
33. Items by Year, Make, Model, or Tag of Vehicle or Property
34. Items Impounded by Tow Company

### **2.15.2 LABORATORY REPORTS (APPENDIX "C")**

1. Drug Analysis by Drug Code Agency
2. Drug Analysis by Analyst
3. Drug Analysis by Drug Type
4. Drug Statistics Analysis

5. Unapproved Chemistry Reports
6. Drug analysis by Drug Agency Summary
7. Historic DNA by Last Name
8. Historic DNA by ID
9. Active DNA by Last Name
10. Active DNA by DNA ID
11. Active DNA by Name (all)
12. Active DNA by DNA ID (all)
13. Approved Receipt with Missing Lead Officer Emails
14. Biographical Information by Service Group
15. Caliber Casings Classification Report
16. Case Folder Pending Transfer by ID Report
17. Case Folder Pending Transfer For All Report
18. Case Folder Possessor by ID Report
19. Cases Completed by User ID
20. Count of Inventory (Barcodes) Created by FSB Personnel
21. General LogBook by Service Group
22. General LogBook by Service Group (Composite)
23. Gun Reference Collection
24. Incomplete Batch Approval For All Approvers Report
25. Inventory Pending Analysis by Analyst (Backlog)
26. Items Cancelled by FSB Personnel
27. Items Received/Transferred by FSB Personnel
28. Listing of Distinct Cases Assigned by Service Group and Date
29. Listing of Distinct Cases Backlogged by Service Group (Inventory and Case Number)
30. NIBIN Hits Pending Email Notification
31. Pending Pickup from Crime Lab All Agencies
32. Submissions assigned by User ID
33. Submissions Completed by User ID
34. Summary of Distinct Cases Backlogged by Service Group (Inventory and Case Number)
35. Unassigned Cases by Section
36. Deferred Reports (composite)
37. Drug Analysis Report (Composite)
38. Trace Analysis Report (Composite)
39. Firearm & Toolmark Analysis Report (Composite)
40. Biology Analysis Report Part1-Closed Case (Composite)
41. Biology Analysis Report Part 2- Closed Case (Composite)
42. CODIS Hits Dispo Detail
43. CODIS Hits Tracker Summary
44. CODIS Status Report
45. CODIS Match Resolution Report-Case to Case Pt1(Composite)
46. CODIS Match Resolution Report-Case to Case Pt2(Composite)
47. CODIS Match Resolution Report-Case to Person Pt1(Composite)
48. CODIS Match Resolution Report-Case to Person Pt2(Composite)
49. Review of Result from Outsourced Casework
50. Technical Review of Outsourced Samples
51. Case Information Sheet
52. (Obsolete-Not Required) Thermal Cycler Calibration 480 Sheet
53. 9700 Thermal Cycler Temperature Calibration
54. Instrument and Equipment Service Report
55. Quarterly Calibration Log
56. Serology Case Transmittal
57. DNA Evidence Transmittal
58. DNA Evidence Transmittal to Outsource laboratory
59. Laboratory Case File Review History



60. Shipped Unopened Serology Case Review
61. Serology Case Review
62. Report Writing for Closed Serology Cases
63. Outsource Form Letter
64. Court Evidence Submission
65. Bio-hazardous Waste Inventory Log Sheet
66. Identifiler Interpretation Comments – Form
67. STR Technical Review
68. Review of Quality Control Testing for DNA Reagents-Form
69. Formamide Conductivity – Form
70. Materials Inventory Quality Control Log
71. Reagent Inventory Form
72. Quantifiler DNA Quantitation Kit
73. Identifiler DNA Amplification Kit
74. QC Reagent Checklist
75. Calibration Checklist for ABI 7500 Sequence Detection System
76. Evaluation of DNA Proficiency Test Checklist
77. Case Log – Form
78. DNA Extraction – Form
79. Quantifiler Amplification – Form
80. Quantifiler Duo Amplification – Form
81. DNA Quantitation – Form
82. Concentration of DNA by Microcon Centrifugation
83. AmpFISTR Identifiler Amplification
84. AmpFISTR Identifiler Amplification Plate
85. Identifiler & Yfiler Denaturation & Capillary Electrophoresis 3130
86. Identifiler Allele Call Sheet
87. Y-Filer Allele Call Sheet
88. CODIS – Single Profile Entry
89. CODIS – Mixture Profile Entry
90. Mixture Interpretation
91. DNA Extraction – Bone, Teeth, Tissue – Form
92. DNA Quantitation of Diluted Samples
93. Identifiler Plus Interpretation Comments
94. Analyst Case Notes
95. Biology Analysis Report Pt 1(Composite)
96. Biology Analysis Report Pt 2(Composite)
97. Biology Analysis Report Pt 3(Composite)
98. Biology Analysis Report Pt 4(Composite)
99. Biology Analysis Report Pt 5(Composite)
100. Biology Analysis Report Pt 6(Composite)
101. Biology Analysis Report Pt 7(Composite)
102. Evidence DNA Affidavit
103. Court Testimony Evaluation
104. Investigations and Court Cost Recovery

### **2.15.3 LABORATORY SUPERVISOR REPORTS (APPENDIX “D”)**

1. Case Numbers by Service and Analyst ID
2. Days to Complete the Examination
3. Incomplete Batch Approvals by User Report
4. Inventory Assigned after 01/01/2000 Deferred, Not Approved
5. Inventory Cold Case Submission by Badge Number
6. Inventory Cold Case Submission Summary by Badge Number
7. Inventory Pending Analysis by Service Unit Date

**2.15.4 PROPERTY & EVIDENCE REPORTS (APPENDIX "E")**

1. Property Receipt Log
2. Cases By Agency That Are Open
3. Closed Court Cases That Have Active MDPD Cases
4. Expanded Box Numbering Scheme
5. Inventory By Location
6. Inventory Tracking From Date and Officer ID
7. Item Audit By Receipt Number
8. Items By Status Code
9. Items Received By District
10. PES Productivity Reports
11. Pending Pickup From CrimeLab All Agencies
12. Historical Receipt Check In/Out by Case Number
13. Historical Receipt Check In/Out by Officer ID
14. Total Cancelled By User ID
15. Transfer Check CLB
16. Transfer Check PES
17. Transfer Log from Tracking
18. Discrepancy Report (Composite)
19. Items Transfer and Released
20. Item Money Reports Totals
21. Item Money Report By Location (Foreign)
22. Item Money Report By Offense
23. Firearms Destruction Report (Composite)
24. Narcotics Destruction Report (Composite)
25. Conversion Property List (Composite)
26. Found Money Report
27. Pending Forfeiture Money Report
28. Found Property Report
29. Auction Report
30. Letters to Owners of Property
31. Firearms Staged for Destruction
32. Narcotics Staged for Destruction
33. Tickler Files
34. Items Pending Destruction
35. Currency Pending Transfer
36. Property Awaiting Owner Pick-up
37. Items Out to the Crime Lab
38. Items Out to Court
39. Items Out to Investigator/Officer
40. Items Out to Other Agency
41. NCIC Searches Report
42. Currency Accounting Ledger Report
43. Inventory History Report
44. Create a "Hold" for an item
45. Link Item to Other Cases
46. Attach Digital Image
47. Audit Lists
48. Pending Forfeitures Report for Vehicles
49. Pending Forfeitures Report for Property
50. Pending Forfeitures report for Money
51. Forfeitures of Vehicles Returned Report
52. Forfeitures of Vehicles Converted Report
53. Forfeitures of Property Returned Report
54. Forfeitures of Property Converted Report

55. Money Collected From Auctions
56. Money Transferred to General Fund
57. Money Transferred to LETF
58. Money Transferred to Other Funds
59. Property/Evidence Converted to County Use
60. Est. Value of Items Converted to County Use
61. Number of Vehicles in Storage
62. Miami-Dade Tows
63. Vehicles Examined
64. Vehicles Vin Examined
65. Stolen Vehicles Recovered
66. Aircraft/Vessels in PEB Storage for Forfeiture
67. Vehicles Released to Owner/Agent MDPD
68. Vehicles Released to Owner/Agent Town of Miami Lakes
69. Vehicles in PEB Storage Facility for Forfeiture
70. Vehicles Released from PEB Storage Facility
71. Aircraft/Vessels Released from PEB Storage
72. Vehicles Auctioned
73. Aircraft & Vessels Auctioned
74. Mandatory Destruction Certificates

#### **2.15.5 PROPERTY & EVIDENCE SUPERVISOR REPORTS (APPENDIX "F")**

1. Count of Inventory(Barcodes) Created by PES Personal
2. Count of Items By District
3. Deleted Cases Report
4. Inventory by Offense Code
5. Item Gun Log
6. Items By Location
7. Items Cancelled By PES Personnel
8. Items Created By PES Personnel
9. Items Out For Investigation
10. Items Out To Court
11. Items Processed By PES Personnel
12. Items Received By PES Personnel
13. Items Received By District
14. Partial Release Report
15. Property Display By Unit Measure
16. Number of Inspections of Authorized Contract Wrecker Companies
17. Number of Assisted Investigations
18. Items Release per Location

#### **2.15.6 FINGERPRINT/LATENT REPORTS (APPENDIX "G")**

1. Latents Performance Evaluation
2. Latent Analysis Report (Composite)
3. Total No. Cases Recv. By MDPD HQ & Dist.
4. Total No. Cases Recv. By MDPD HQ, Dist. & AOA
5. No. Cases Recv. By MDPD HQ.
6. No. Cases Recv. By MDPD Dist
7. No. Cases Recv. By AOA
8. Total No. Cases Recv. By Crime Type
9. Total No. Cases Backlogged
10. No. Cases Backlogged By Examiner
11. Total No. Lifts Recv. By MDPD HQ, Dist. & AOA
12. No. Lifts Recv. By MDPD HQ

13. No. Lifts Recv. By MDPD Dist.
14. No. Lifts Recv. By AOA
15. No. Lifts Recv. By Crime Type
16. No. Lifts Recv. By Examiner
17. Total No. Articles Recv. By By MDPD HQ, Dist. & AOA
18. No. Articles Recv. By MDPD HQ
19. No. Articles Recv. By MDPD Dist.
20. No. Articles Recv. By AOA
21. No. Articles Recv. By Crime Type
22. No. Articles Recv. By Examiner
23. Total No. Cases Eval. By MDPD HQ, Dist.
24. Total No. Cases Eval. By MDPD HQ, Dist. & AOA
25. No. Cases Eval. By MDPD HQ
26. No. Cases Eval. By MDPD Dist.
27. No. Cases Eval. By AOA
28. Total Cases Eval. By Crime Type
29. No. Cases Eval. By Examiner
30. Total No. Latents Eval. By MDPD HQ, Dist.
31. Total No. Latents Eval. By MDPD HQ, Dist. & AOA
32. No. Latents Eval. By MDPD HQ
33. No. Latents Eval. By MDPD Dist.
34. No. Latents Eval. By AOA
35. No. Latents Eval. By Crime Type
36. No. Latents Eval. By Examiner
37. No. Latents of Value Eval. By Examiner
38. Total No. Articles Eval. By MDPD HQ, Dist.
39. Total No. Articles Eval. By MDPD HQ, Dist. & AOA
40. No. Articles Eval. By MDPD HQ
41. No. Articles Eval. By MDPD Dist.
42. No. Articles Eval. By AOA
43. No. Articles Eval. By Crime Type
44. No. Articles Eval. By Examiner
45. Total No. Cases Identified By Examiner
46. Total No. Cases Identified By Crime Type
47. Total No. Cases Identified With 1 or more AFIS hits
48. Total No. Cases Identified By Case Processed By MDPD HQ.
49. No. Latents Identified By Examiner
50. Total No. Subject Identified
51. No. Latents of No Value

#### **2.15.7 PROFICIENCY REPORTS (APPENDIX "H")**

1. Proficiency by Analyst
2. Proficiency Samples Pending Completion
3. Proficiency Samples Completed
4. Proficiency Samples Out for Testing
5. Proficiency Catalog
6. Proficiency Samples Usage
7. Proficiency Schedule per Analyst

#### **2.15.8 PRODUCTIVITY REPORTS (INVENTORY NUMBER AND CASE NUMBER) (APPENDIX "I")**

1. Monthly Reports (Section/Bureau) – Analytical/chemistry
2. Monthly Reports (Section/Bureau)– Trace
3. Monthly Reports (Section/Bureau) – P & E

4. Monthly Reports (Section/Bureau) – Firearms
5. Monthly Reports (Section/Bureau) – NIBIN
6. Monthly Reports (Section/Bureau) – Serology
7. Monthly Reports (Section/Bureau) – ToolMark
8. Monthly Reports (Section/Bureau) – Latent
9. Monthly Reports (Section/Bureau) – Crime Scene Investigation Section (new function)
10. Monthly Reports (Section/Bureau) – Digital Forensics Section
11. Monthly Reports (Section/Bureau) – Property and Evidence Section
12. Items Count by Item Status Code
13. Items Analyzed
14. Items Entered
15. Items Disposed
16. Inventory Created
17. Assigned Volunteer Swabs By Site

#### **2.15.9 CRIME SCENE REPORTS (APPENDIX “J”)**

1. Burglary Report
2. Death Scene Report
3. Crime Scene Report
4. Crime Scene Narrative
5. Crime Scene Investigative Case Report
6. Crime Scene Incident log
7. Officer's Daily/Weekly Activity Report
8. Combined Detailed Summary
9. Investigations and Court Cost Recovery Form
10. Weekly Incident Report
11. Vehicle Inventory and Personnel Inspection
12. Laboratory Analysis Request Form
13. Aerial Photographic Request
14. Property Receipt
15. Sketch Cover Sheet
16. Time Analysis Report
17. Monthly Training Course Tracking Chart
18. Property Disposition Form
19. Crime Scene Processing Request

#### **2.15.10 CHEMICAL MANAGEMENT REPORTS (APPENDIX “K”)**

1. Commercial Regents
2. Non Regents
3. Prepared Regents
4. Manufacturers/Vendors
5. User Reagent Panel
6. Reagent Recipe - Details

#### **2.15.11 DISPOSITION REPORTS (APPENDIX “L”)**

1. Currency Pending Transfer
2. Currency Transmittal log
3. Firearms Destruction List
4. Narcotics Destruction List
5. General Property Destruction List (excluding firearms, narcotics and currency)
6. Currency Disposal List (LETF or General Fund)

#### **2.15.12 DIGITAL FORENSIC REPORTS (APPENDIX “M”)**

1. Case Information Form p.1
2. Case Information Form p.2
3. System Information Form
4. Media Information Form p.1
5. Media Information Form p. 2
6. Examination Notation Information Form
7. Disposition Information
8. Cost Analysis Information
9. Case History: Case Information p.1
10. Case History: Case Information p.2
11. System Inventory List
12. Media Inventory List
13. Case History: Examination Notation Information
14. Case History: Final Disposition Information
15. Case History: Cost Analysis Information p.1
16. Case History: Cost Analysis Information p.2
17. Case Report: Media Information p.1
18. Case Report: Media Information p.2
19. Case Report: Media Information p.3
20. Case Report: Media Information p.4
21. Case Report: System Information
22. Cases Without Assigned Examiner/Investigator
23. Open Cases without Media Information
24. Open Cases without Examination Notation Information
25. Open Cases without Disposition Information
26. Open Cases without Cost Analysis Information
27. Cases w/Laboratory Files
28. Cost Analysis Synopsis
29. Equipment Usage
30. System Inventory List
31. Media Inventory List
32. Cases by Examiner/Investigator
33. Examiner/Investigator Notes
34. Investigator's Overview Report
35. Digital Evidence Laboratory Report p.1
36. Digital Evidence Laboratory Report p.2
37. Laboratory Taser Report p.1
38. Laboratory Taser Report p.2
39. Laboratory Taser Report p.3
40. Forensic Examination Master Record #
41. Forensic Examination System # Evidence
42. Evidence Original Media Questioned Media
43. Forensic File Media
44. Clone Restoration Media File
45. Archived Examination Case
46. Cases Received
47. Laboratory Managerial Report – Cases Received
48. Laboratory Managerial Report – Cases Received by Submitting Agency 1
49. Laboratory Managerial Report – Cases Received by Submitting Entity p.1
50. Laboratory Managerial Report – Cases Received by Submitting Entity p.2
51. Laboratory Managerial Report – Cases by Examination Authorization
52. Laboratory Managerial Report – Case Status p.1
53. Laboratory Managerial Report – Case Status p.2
54. Laboratory Managerial Report – Lead Examiner Open Cases
55. Laboratory Managerial Report – Assisting Examiner Open Cases

56. Laboratory Managerial Report – Cases Closed p.1
57. Laboratory Managerial Report – Cases Closed p.2
58. Laboratory Managerial Report – Processing Priority Cases
59. Laboratory Managerial Report – Open Cases
60. Laboratory Managerial Report – Briefing Report
61. Media Received p.1
62. Media Received p.2
63. Media Received p.3
64. Type of Media Received p.1
65. Type of Media Received p.2
66. Media Evidentiary Value Status p.1
67. Media Evidentiary Value Status p.2
68. Media Evidentiary Value Status by Case Number
69. Media Capacity Received
70. Media Capacity Received
71. Memorandum – No Evidence Found
72. Memorandum – Pending Legal Examination Authority
73. Memorandum – Cost Recovery
74. Time Management Analysis for Cost Recovery
75. Cost Analysis for Cost Recovery p.1
76. Cost Analysis for Cost Recovery p.2
77. Memorandum – Verbal Consent Memo
78. Memorandum – NCMEC Memo
79. Memorandum – Case Disposition
80. Type of Cases Received p.1
81. Type of Cases Received p.2
82. Type of Service Cases Received p.1
83. Type of Service Cases Received p.2
84. Cases by Agency Case Number
85. Cases by Date and Examiner
86. Report by Individual Identifier

## **2.16 INTERFACES**

The proposed Solution will be required to interface with other County applications. The proposed Solution must provide MDPD with the ability to import existing information, such as current or historical data from the respective system of record prior to implementation. Upon request, record layouts and other pertinent information will be given to the proposer who is awarded the solicitation.

The proposed Solution will be required to interface with the following County Systems:

### **2.16.1 e-Notify System**

- No “direct” interface will be necessary to/from eNotify (ORION)
- The attached seven (7) SQL database table definitions (see Appendix “N” – “LIMS ORION 7-SQL Tables”) are utilized by ORION’s Police Manager (PM) application to pass information to eNotify. The new LIMS will be responsible for populating the necessary tables in PM based on information from the MDPD Human Resources System (HRS). The two (2) affected Oracle HRS table views (see Appendix “O” - HRS Table Views for eNotify”). Based on specific criteria between the HRS views and PM tables, information in PM is added, updated, or deleted.

### **2.16.2 Electronic Document Management System**

- The new LIMS shall be able to directly link to the current EDMS system from within the LIMS program so that users do not need to leave the LIMS application to view PDF and JPEG files stored in EDMS.

- Daily batch process of approved and released case files shall be able to be uploaded into EDMS from the new LIMS. All approved information from the LIMS will be released into EDMS through daily batch processing. This will be a two-way interface. LIMS to EDMS and EDMS to LIMS.

#### **2.16.3 CJIS**

- No "direct" interface will be necessary to/from CJIS
- Currently, 2 text (.txt) files are received from CJIS which are used to populate the "Officer" and "Court Case" tables within PETS. The new LIMS will need to receive these same 2 text files (see Appendix "P" – "CJIS txt Files") in order to populate the CJIS information into the new LIMS.

#### **2.16.4 Web Based Interface with Miami-Dade County State Attorney's Office**

- Currently, the SAO application (written in classic ASP) is used by the SAO to login and view (read only) the current status of MDPD cases (whether the case results are pending or completed by FSB).
- The new LIMS will be replacing this application and must provide any user (including SAO) the ability to login to the new LIMS (via the internet) in order to query the results status of any case. This access will be based on the security level (user-based roles) defined within the new LIMS security module.

#### **2.16.5 CSlpix**

- CSlpix is an application that allows for documentation of fingerprint comparison. These comparisons are analogous to the instrumental data for other laboratory sections. Therefore, the files must be uploaded into the new LIMS. A one-way interface between CSlpix to LIMS is required.
- The CSlpix outputs data as a .wsq file format. CSlpix also supports JPG, JPEG2000, BMP, TIF and RAW file formats.

### **2.17 TASKS TO BE PERFORMED**

The selected Proposer shall perform the following tasks:

- 2.17.1** Appoint a Project Manager who will be required to oversee the project from inception to full implementation. At the request of MDPD, the Proposer will change the Project Manager.
- 2.17.2** Perform all tasks and services for the design, development, delivery and integration of system to ensure that a complete system is implemented.
- 2.17.3** Provide all software (inclusive of licenses) and hardware (server and storage space) necessary to operate the LIMS.
- 2.17.4** Provide all components necessary for the proper operation of the proposed LIMS including any and all items not identified in these specifications which are necessary to effect operation as described.
- 2.17.5** Install all necessary wiring for the proper operation of the equipment.
- 2.17.6** Perform entire installation, programming, integration, and configuration of the LIMS.
- 2.17.7** The proposed Solution in accordance with test procedures to be developed by the Proposer and approved by MDPD.



- 2.17.8** The selected Proposer shall be responsible for converting and migrating MDPD's existing data into the new LIMS. The size of the current PETS database is approximately 20GB. It is anticipated that the database will grow approximately 15-20% annually.
- 2.17.9** Selected Proposer shall assist MDPD in implementing a Communication Plan (CP). The CP shall be used to guide communication between the selected Proposer and MDPD.
- 2.17.10** The vendor shall provide a plan for transitioning from the current system to the proposed system operational mode.
- 2.17.11** The selected Proposer shall provide support personnel on site, as appropriate, to assist MDPD in the transition to the new system. The areas of support need to be for, at a minimum:
- i. Operating system and environmental software,
  - ii. Application software,
  - iii. Data communications hardware and software,
  - iv. Database software,
  - v. Operations staff, and
  - vi. Data update scripts/processes.
- 2.17.12** The Vendor shall provide training sessions for small groups at MDPD site. This training is to be of a nature that those trained shall be able to train others (train the trainer) in the use of the system. Training shall be included in the cost of the system.
- 2.17.13** The Vendor shall provide a timeline for conducting training for this type of environment.

## **2.18 MAINTENANCE AND SUPPORT SERVICES TO BE PROVIDED**

Upon expiration of the one year warranty, the Selected Proposer shall be required to provide hardware and software maintenance and support services. The County requires maintenance and support services as described below:

- 2.18.1** The selected Proposer shall ensure that timely responses are given to MDPD inquiries. The selected Proposer shall provide a list of MDPD's standard inquiries / transactions available through the LIMS with associated response times.
- 2.18.2** The selected Proposer shall provide a help desk available 24 x 7 for the service provided.
- 2.18.3** The selected Proposer shall track all help requests and/or system problems. The selected Proposer shall demonstrate the ability to do the following:
- i. Log all calls received,
  - ii. Track all calls throughout the process until the solution or information is relayed back to the customer,
  - iii. Give every call a unique number for tracking purposes, preferably a "ticket #",
  - iv. Produce a report of all outstanding MDPD tickets in a given time period,
  - v. Produce a report of all closed tickets in a given time period,
  - vi. Search by any field,
  - vii. Track all work requests, complaints, and informative calls,
  - viii. Support copy and paste with other Windows applications,
  - ix. Assign authorized MDPD members to access the System.

- 2.18.4 All hardware shall have five (5) years maintenance to be included on a 24X7 basis, which the County will pay on an annual basis.
- 2.18.5 LIMS shall have five (5) years maintenance, support and subscription to be included on a 24X7 basis, which will be paid on an annual basis.

## 2.19 TRAINING

After installation, during the testing period, the selected Proposer must provide hands-on, on-site training for twenty (20) MDPD staff members. This training must result in a good operational knowledge of the proposed equipment, both hardware and software. The schedule for the training will be agreed upon between the selected Proposer and the County upon award. The County requires training services as described below:

- 2.19.1 Perform an on-site operator training course including the training materials and documentation for the hardware and software for MDPD personnel. The training course should at a minimum include the following:
  - a. Cover the processes and procedures required to properly operate and maintain the system provided.
  - b. Provide hands-on training to MDPD staff on how to operate any installed software and how to troubleshoot common errors.
  - c. Train approximately twenty (20) MDPD personnel.
  - d. Provide training for County system administrators.
- 2.19.2 Provide the capability to perform web based training.
- 2.19.3 The selected Proposer shall prepare and provide how-to-guides, quick reference cards, and other reference materials.

## 2.20 SOFTWARE ESCROW

The Selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed Solution at the time of Final System Acceptance. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement as part of the Proposal Submission Package. Software escrow shall be provided by the selected Proposer. Pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

## 3.0 RESPONSE REQUIREMENTS

### 3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

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 is 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 public safety sector experience, qualifications, past performance, company's vision, financial stability, product roadmap, Public Safety solutions experience.	15
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project and experience and qualifications of subcontractors, including public safety solutions experience.	10
3. Proposer's implementation service and support capabilities for the LIMS proposed solution: <ul style="list-style-type: none"> <li>• Installation and configuration planning and approach</li> <li>• Installation and configuration timeline</li> <li>• Documentation to include technical and data flow diagrams</li> <li>• Training</li> <li>• Maintenance and support</li> <li>• Solution architecture and infrastructure</li> </ul>	25
4. Proposer's approach and methodology to meet the Federal, State, and County mandates to support the application and the Proposer's approach to meeting the technical and functional requirements as outlined in Section 2.0 of this document.	35
<u>Price Criteria</u>	
5. Proposed price will be evaluated based on the value of the proposed Solution and the overall best value to the County overall best value to the County.	15

### 4.3 Oral Presentations

Upon completion of the technical 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 **Form A-2** 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.

#### **4.4 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, 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 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. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

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:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (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.

#### **4.6 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.

#### **4.7 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 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  
Appendix A – LIMS FCIC Oracle Table  
Appendix B – General Reports  
Appendix C – Laboratory Reports  
Appendix D – Laboratory Supervisor Reports  
Appendix E – Property & Evidence Reports  
Appendix F – Property & Evidence Supervisor Reports  
Appendix G – Fingerprint/Latent Reports  
Appendix H – Proficiency Reports  
Appendix I – Productivity Reports (Inventory Number and Case Number)  
Appendix J – Crime Scene Reports  
Appendix K – Chemical Management Reports  
Appendix L – Disposition Reports  
Appendix M – Digital Forensic Reports  
Appendix N – LIMS ORION 7-SQL Tables  
Appendix O – HRS Table Views for eNotify  
Appendix P – CJIS txt Files

# **DRAFT FORM OF THE AGREEMENT**

**DRAFT FORM OF AGREEMENT****LABORATORY INFORMATION MANAGEMENT SYSTEM**

THIS SOFTWARE LICENSE, HARDWARE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN 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"), AND \_\_\_\_\_, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, HAVING ITS PRINCIPAL OFFICE AT \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

**WITNESSETH:**

WHEREAS, the Contractor has offered to provide a commercial off the shelf Laboratory Information Management System (LIMS), that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 862 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 laboratory information management system 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:

A. Contractor desires to grant to the County and the County desires to obtain from the Contractor a Laboratory Information Management System inclusive of all required Software, software licenses,, Hardware, and Documentation in accordance with the terms and on the conditions set forth in this Agreement.

B. Contractor shall provide the required maintenance and support services for the designated equipment utilized by the County, as further defined in this Agreement.

**ARTICLE 1. DEFINITIONS**

- 1.1 The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 862 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- 1.2 "Contract Date" shall mean the date on which this Agreement is effective.
- 1.3 "Contract Manager" shall mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative.
- 1.4 "System" shall mean the required Software, Hardware, and components required to provide the County with the laboratory information management system as further defined in this Agreement.



- 1.5 "Contractor" shall mean \_\_\_\_\_ and its permitted successors and assigns.
- 1.6 "Days" shall mean Calendar Days.
- 1.7 "Deliverables" shall 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.
- 1.8 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.
- 1.9 The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- 1.10 "Project Manager" shall mean the County Mayor or the duly authorized representative designated to manage the Contract.
- 1.11 "Scope of Services" shall mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- 1.12 "Subcontractor" or "Subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.13 "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- 1.14 "Designated Equipment" shall mean the software and hardware products identified on Appendix "A" with which the Software and Hardware will be maintained for the County by the Contractor.
- 1.15 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the System which are furnished to Licensee by County in connection with the Software.
- 1.16 "Maintenance Fee" shall mean the fees associated to the Hardware and Software required to operate the System as further outlined in Appendix B "Price Schedule".
- 1.17 "MDPD" shall mean the Miami-Dade Police Department.

## **ARTICLE 2. GRANT OF RIGHTS**

The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on the Designated Equipment as outlined in Appendix "A" to utilize the laboratory information management system.

## **ARTICLE 3. 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. 862 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

## **ARTICLE 4. 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 5. NATURE OF THE AGREEMENT**

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

#### **ARTICLE 6. AGREEMENT TERM**

6.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for one (1) additional five (5) year period.

6.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further 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 7. SUPPORT AND MAINTENANCE SERVICES**

7.1 Contractor Obligations. Contractor shall provide the County with support and maintenance services for the System utilized by the County as further defined in Appendix "C", Service Level Agreement:

7.2 The selected Proposer shall assume all responsibility for System until MDPD has signed for System Acceptance.

7.3 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of a quarterly rate. The fees are due for payment annually upon invoicing by the Contractor as set forth in Appendix B "Price Schedule".

7.4 The Contractor Proposer shall provide software updates at no additional cost.

7.5 The Scheduled Maintenance Window shall be each Saturday from 10:00 pm until Sunday 5:00 am; Eastern Time.

7.6 When problems with the LIMS are reported or identified, the Contractor shall designate a Severity Level for each problem as defined below. If the MDPD disagrees with the Severity Level assigned by vendor, a change to the Severity Level will be discussed and mutually agreed upon. The Severity Levels are detailed below:

- i. Severity Level 1 (Critical Problem). LIMS is unavailable, resulting in a critical impact to operations that requires fast resolution.
- ii. Severity Level 2 (Major Problem). MDPD-designated users can access LIMS; however material functions are not available.
- iii. Severity Level 3 (Minor Problem). MDPD-designated users can access LIMS, and one or more of the less important functions are not available resulting in a minor impact.
- iv. Severity Level 4 (Minor Problem/Enhancement Request). The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date, at no cost to MDPD.

7.7 Contractor shall respond, i.e., begin working toward a resolution, to problems based on the Severity Level as described in the following table, with resolution being either a final solution or a workaround. The Response Time and Resolution Time intervals begin when MDPD reports a problem into the selected Proposer's Helpdesk System and a ticket is generated for this particular report. Upon consultation with and approval by an authorized MDPD representative, the times given below can be extended.

Severity Level	Response Time (Normal Business Hours)	Response Time (On-Call Hours)	Frequency of Issue Status	Target Resolution Time
1	1 hour	5 hours	Hourly	8 hours
2	1 hour	5 hours	Daily	48 hours
3	1 day	3 days	Every 2 days	5 days
4	2 days	N/A	Monthly	As scheduled

Note: Any time expressed in days represents calendar days.

## **ARTICLE 8. SOFTWARE SUPPORT**

8.1 Software Support. The Contractor will support the associated software furnished under this Agreement throughout the useful life of the application.

8.2 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder. New software versions are not included under this Agreement.

## **ARTICLE 9. SYSTEM UPDATES, UPGRADES, and/or RELEASES**

9.1 Update(s), Upgrade(s), and/or Release(s). The Contractor will notify the County of any intended System Update(s), Upgrades and/or Releases. Contractor will provide the County with the System Update(s), Upgrades and/or Releases as set forth in Appendix D "Maintenance and Support Services and Service Level Agreement" at no additional cost. Notwithstanding the foregoing, Contractor reserves the right to promote Updates, Upgrades, and/or Releases to the System without notice in emergency situations.

9.2 Changes in County Policy, Administrative Order or Florida Law. At no additional cost, the Contractor shall maintain and modify the System to reflect changes in Miami-Dade County policy, administrative order, or Florida law and ensure that the System complies with State laws with respect to the System's modules that the Contractor is providing under this Agreement, as amended. To the extent that a legislative change the creation of a new module to the System rather than a modification of an existing Contractor Module within the System, Contractor may charge an additional fee for such a module. If the Contractor offers such a new module to its customers, the fees charged to the County for such a new module shall not exceed the proportional amount charged by the Contractor to other Florida customers. The Contractor may also offer its customers the opportunity to share the cost of the new module. The Contractor reserves the right to charge additional fees to the County for custom changes that are unique to Miami-Dade County.

## **ARTICLE 10. SOFTWARE MODIFICATIONS**

10.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

## **ARTICLE 11. CONFIGURATION SERVICES**

- a) The County shall accept or reject the Software Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software System and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Deliverable or may accept any item of Software System and/or Deliverable and reject the balance of the delivered Software System and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Deliverables for such items of rejected Deliverables and/or Software System within fifteen (15)

business days of Contractor's receipt of the County's rejection notice.

- c) Unless otherwise agreed to by the County, Contractor agrees as part of the System deployment and configuration services to perform all required activities to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) hosting; (g) maintenance support services; (h) cooperating with all other vendors supplying peripheral or ancillary applications that will interface with the System; and (i) any additional services necessary to ensure Contractor's compliance with this Article 11.
- d) Software testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Software System in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software System functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

## **ARTICLE 12. FEES AND PAYMENT**

12.1 Fees. The County shall pay the Fees or other considerations for the LIMS System as set forth in Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

12.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

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

12.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement 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 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 shall be fifteen 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 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. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Police Department  
9105 N.W. 25 Street #3049  
Doral, FL 33172

Attention: Laura Caceres

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

### **ARTICLE 13. PROTECTION OF SOFTWARE**

13.1 Proprietary Information. The Contractor acknowledges that the 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.

13.2 Proprietary Rights. 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, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

13.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

13.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

### **ARTICLE 14. INSURANCE AND INDEMNIFICATION**

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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 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.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

**NOTE: MIAMI DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

#### **ARTICLE 15. DEFAULT AND TERMINATION**

15.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(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.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement 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.

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

- a) 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) take no action which will increase the amounts payable by the County under this Agreement; and

- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

15.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 31 (Confidentiality) or makes an assignment in violation of Article 17 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors; (4) if the Contractor has not delivered Deliverables on a timely basis; (5) if the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel. (6) if the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services; (7) if the Contractor has failed to obtain the approval of the County where required by this Agreement; (8) if the Contractor has failed to provide "adequate assurances" as required under Article 15.6 below;

15.4 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.

15.5 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 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.

15.6 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 time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- a) treat such failure as a repudiation of this Agreement;
- b) 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.



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

#### **ARTICLE 16. NOTICES**

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 Project Manager:**

Miami-Dade Police Department  
9105 N.W. 25 Street #3049  
Doral, Florida 33172

Attention: Laura Romano  
Phone: (305) 471-2596  
Fax: (305) 471-2996  
E-mail: [lromano@mdpd.com](mailto:lromano@mdpd.com)

##### **and to the Agreement Manager:**

Miami-Dade County  
Internal Services Department  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Attention: Erick Martinez  
Phone: (305) 375- 1075  
Fax: (305) 375- 5688  
E-Mail: [emntez@miamidade.gov](mailto:emntez@miamidade.gov)

##### **(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.

#### **ARTICLE 17. NONASSIGNABILITY**

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 18. GOVERNING LAW**

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, 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 19. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- 1. Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
- 2. Miami-Dade County Employment Disclosure Affidavit**(Section 2.8-1(d)(2) of the County Code)
- 3. Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
- 4. Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
- 5. Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
- 6. Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
- 7. Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
- 8. Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
- 9. Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
- 10. Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
- 11. Subcontracting Practices**  
(Ordinance 97-35)
- 12. Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
- 13. Environmentally Acceptable Packaging**  
(Resolution R-738-92)
- 14. W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
- 15. FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- 16. Office of the Inspector General**  
(Section 2-1076 of the County Code)
- 17. Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
- 18. Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

### **b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires 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 from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or

transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

## **ARTICLE 20. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

## **ARTICLE 21. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **ARTICLE 22. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Employees of the contractor may be subject to background investigation. Each employee shall have and wear proper identification.

## **ARTICLE 23. 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 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will oversee the project and make all decisions required for performance under this Agreement on behalf of the County. 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 Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and

regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County 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 judgment 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.
- f) The Contractor shall appoint a Project Manager (PM) to work full-time throughout the life of the project. The Contractor's PM shall have authority to make managerial and technical decisions concerning the project with the concurrence of the MDPD PM. The Contractor's PM shall serve as the primary point of contact between the selected Proposer and MDPD. Communications between the Contractor and MDPD shall be coordinated with the Contractor's PM.
- g) MDPD reserves the right to require the Contractor to replace its Project Manager at any time. MDPD shall give the vendor a ten (10) work day notice if it desires to have the PM replaced. Such notice shall contain the MDPD's explanation for PM replacement for the Contractor to assess the appropriate action and find a suitable replacement.
- h) The Project Management Plan (PMP) may be changed only by written agreement by the Vendor and the MDPD. For each change, a Project Change Request form shall be prepared. Each Project Change Request shall be assigned a unique request number. If a change has no impact on cost or on major milestones, a written agreement between the Contractor and MDPD may be made using the Project Change Request form. If the change impacts cost, major milestone schedule, or any other contractual term and/or condition, a formal amendment to the contract, signed by both parties, shall be required.
- i) No request for any alteration or modification to the PMP shall be valid unless agreed upon in writing by the Contractor and MDPD. No oral statement of any person shall in any manner affect the PMP.

## **ARTICLE 25. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 26. 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 27. AUDITS**

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

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

#### **ARTICLE 28. 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 29. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any

subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 30. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

#### **ARTICLE 31. 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.

## **ARTICLE 32. PROJECTS AND SERVICES**

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

## **ARTICLE 33. STATEMENT OF WORK**

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

## **ARTICLE 34. REVIEWING DELIVERABLES**

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified in Appendix D "Acceptance Criteria". The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 41 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
  - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
  - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

#### **ARTICLE 35. DELIVERY AND INSTALLATION**

All Services to be performed against this Agreement shall be delivered and installed as defined in Appendix A "Scope of Services" and the associated Project Timeline according to the Deliverables outlined in Appendix D "Acceptance Criteria" and be paid at the frequency defined in Appendix B "Price Schedule".

#### **ARTICLE 36. SYSTEM RELATED DOCUMENTATION**

The System related Documentation ("Documentation") will consist of the applicable information pertaining to the licensed Software, Hardware, and associated components to be delivered against this Agreement. This includes but is not limited to any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; control file and scripts used to compile, link, load and/or make the applications and Systems. The Documentation will in all cases be fully applicable to the use of the System with the



Designated Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the System. The Contractor shall deliver to the said Documentation in electronic format. The County reserves the right, to make as many additional copies of the Documentation as it may deem necessary.

### **ARTICLE 37. EQUIPMENT WARRANTY**

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Software, Hardware and related components provided by the Contractor under the performance of this Agreement shall:

- (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
- (ii) Function properly and in conformity with the warranties in this Agreement;
- (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacturer's published specifications.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.

In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

### **ARTICLE 38. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 37 "Equipment Warranty".

### **ARTICLE 39. SYSTEM TESTING**

County reserves the right to conduct tests independently from any testing conducted by the Contractor. Each component provided to the County as outlined in Exhibit A "Designated Equipment" will be subject to testing, including a System Acceptance test as further defined in the Scope of Services. System acceptance will be determined solely by the County's independent testing. In order to ensure System performance, the Contractor shall fully test all hardware and software components in anticipation of any testing to be performed by the

County.

#### **ARTICLE 40. ACCEPTANCE CRITERIA**

- a) The Vendor shall notify the MDPD Point of Contact (POC) in writing when the System is ready for the County to test and accept the system. This notice will be done by delivering a signed Certificate of Acceptance to the County POC.
- b) The vendor and the County shall agree on a test strategy and plan and follow the mutually agreed acceptance criteria.
- c) The test strategy shall propose in detail the testing approach recommended by the vendor.
- d) The test plan shall detail all the system processes and have a comprehensive test script for each process.
- e) The test plan shall include a stress test to measure the performance of the system and to establish a baseline.
- f) Following turnover by the selected Proposer, the County operations and technical staff will verify that all output including special reports are generated correctly. This testing may take up to thirty (30) days.
- g) If the new equipment meets or exceeds the technical requirements in this solicitation and published specifications, an Acceptance Certificate will be issued within seven (7) days after the sixty (60) days testing and reliability period. If it is found that the equipment does not meet the technical requirements as detailed in this solicitation, it may constitute grounds for default and the Contract may be cancelled.
- h) Using the test plans described within this RFP, the MDPD will test the system. If the MDPD identifies deficiencies in the System, the MDPD POC will provide the Vendor with written notice of the deficiencies. The Vendor shall correct the deficiencies at no additional charge, during a period acceptable to the MDPD. If the MDPD requires additional time to review the System, the MDPD POC shall notify the Vendor in writing.
- i) When the Contractor has demonstrated that the System has met the acceptance criteria, the MDPD FSB Commander and the MDPD ITSB Commander will sign the Certificate of Acceptance for the System.

#### **ARTICLE 41. EXTENSION OF TIME**

- a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
  - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and

- ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
  - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
  - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.
- b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
  - c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
  - d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
  - e. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
  - f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
  - g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

- h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 42 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

#### **ARTICLE 42. EXTENSION OF TIME NOT CUMULATIVE**

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 41 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

#### **ARTICLE 43. NO DAMAGES FOR DELAY**

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 41 "Extension of Time", Article 42 Extension of "Time Not Cumulative", and "No Damages for Delay".

#### **ARTICLE 44. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

#### **ARTICLE 45. ESCROW**

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the vendor's source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all incremental releases and upgrades.

**-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-**

IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the date herein set forth below.

**CONTRACTOR**

**MIAMI-DADE COUNTY**

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

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

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

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

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form  
and legal sufficiency

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

**PROPOSAL SUBMISSION PACKAGE**  
**Request for Proposals (RFP) No. 862**  
**LABORATORY INFORMATION MANAGEMENT SYSTEM**

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

**1. Form A-1, Cover Page of Proposal**

Complete and sign (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 the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

**3. Affidavits/Acknowledgements**

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

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

Complete following the requirements therein.

**5. Proposal Submission**

Submit in hardcopy format an original, complete Proposal Submission Package and nine (9) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

**Proposer's Name**

**Proposer's Address**

**Proposer's Telephone Number**

**Clerk of the Board**

**Stephen P. Clark Center**

**111 NW 1<sup>st</sup> Street, 17th Floor, Suite 202**

**Miami, FL 33128-1983**

**RFP No.: 862**

**RFP Title: Laboratory Information Management System**

**Proposal Due Date: June 19, 2013 at 2:00PM (Local Time)**

## Form A-1

<b>PROPOSER'S NAME</b> (Name of firm, entity or organization):		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name:		Title:
<b>MAILING ADDRESS:</b>		
Street Address:		
City, State, Zip:		
<b>TELEPHONE:</b> ( )	<b>FAX:</b> ( )	<b>E-MAIL ADDRESS:</b>
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
_____ Corporation    _____ Partnership    _____ Proprietorship    _____ Joint Venture _____ Other (Explain):		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized:		State Incorporated/Organized:
States registered in as foreign corporation:		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
<p>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 submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
<p>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any 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 years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.</p>		
<b>Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:</b>		
<p>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</p>		

proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## PROPOSER INFORMATION SECTION

### TABLE OF CONTENTS

1. The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### MINIMUM QUALIFICATION REQUIREMENTS

2. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. The documentation to be provided must include customer references, contact information, project description, and validation of ownership of the software being proposed. **Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed ineligible for contract award.**
  - a. Proposer must be the proprietary developer/intellectual property owner of the software being proposed.
  - b. Proposer must have successfully implemented the proposed LIMS in a forensic laboratory in the public safety sector that has met accreditation standards set by the American Society of Crime Laboratory Directors/Laboratory Accreditation Bureau (ASCLD/LAB-International) within the past five years. The solution must have been used in production for at least 6 months.
  - c. LIMS shall have been successfully used for crime scene and property evidence functions
  - d. Proposer must have at least five years of experience developing and providing software, maintenance, and support in the public safety sector.

### PROPOSER'S PRODUCT, BACKGROUND, EXPERIENCE AND PAST PERFORMANCE

3. Describe the Proposer's company background, past performance and public safety sector experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Describe the key value-added features (products or services) that differentiate you from your competitors. Provide number of customers using the proposed software in State and Local Government and geographic area covered. Provide three years of Financial Statements.
4. Describe each software module of the system. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed system. Incorporate answers to all of the questions listed in Section 2.0.
5. Provide screen shots of document search screens with multiple index fields, and provide screen shots displaying all related documents in the search result to include simultaneous multiple image viewing, if available.
6. Documentation:
  - a. Describe all forms of documentation and on-line help included with the proposed system.
  - b. Provide sample reports that the proposed solution will generate.
  - c. Proposer must provide Software Architecture Diagram - application technical drawings and dataflow diagrams:

Proposer must provide detailed data flow diagrams. The detailed data flow diagram must fully illustrate and document how the various solution components communicate with one another. An appendix of the detailed flow diagram should include all communication requirements for the solution. The appendix will detail which TCP/IP ports are used by the application for communication between client

- and server and server to server. This appendix should provide sufficient detail to use as the basis for constructing any supporting firewall rule sets.
- d. Proposer must provide a Hardware Architecture Diagram describing the minimum Hardware Requirements and recommended architecture.
  - e. Proposer must provide a Software/Hardware Architecture depicting the off-line process required of this solution to address network interruptions.
  - f. Proposer must provide documentation of quality control processes used to ensure the integrity of the proposed software and future changes/patches.
7. Describe how many upgrades and key features/functionalities and/or technical improvements were developed within the last two years. Provide an outline of the major enhancements and future direction of your product within the next two years.
  8. Provide the number of employees working in the product being proposed and what percentage are sales, research and development, support, other. Provide the amount spent in research and development (R&D) in the last two years for the product being proposed and its ratio to total expenditures. Provide the ratio of R&D staff to support staff; provide the ratio of customer support staff to number of customers. Provide the number and description of updates made in the last two years.
  9. 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 two 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, phone number, and e-mail, (vi) statement of whether Proposer was the prime contractor or subcontractor, (vii) the results of the project, and (viii) number of law enforcement officers accessing the system. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
  10. 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.

#### **KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES**

11. Provide an organizational chart showing all key personnel (including their titles) to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
12. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
13. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

14. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

### **PROPOSED APPROACH TO PROVIDING THE SERVICES**

15. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, Change of Scope management, implementation and training strategies, responsibilities of Proposer's management, and necessary Proposer and County staffing.

Project Plan The Proposer must submit a Project Plan, preferably Microsoft Project Plan, to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; site preparation; unit, system and acceptance testing; load and balance testing; a phased approach to the training and implementation of the solution and post-implementation support. The training and implementation will impact all County law enforcement and justice partners. The implementation plan should take into consideration the different shifts and sizes of the municipalities to coordinate an effective phased roll-out of the Solution.

Business Process Review The implementation plan should include activities to conduct a detailed business process analysis of the arrest process and required interfaces. This review should provide a Gap Analysis document with customization recommendations for the County's review, acceptance and approval.

User Acceptance Testing The Proposer should allocate sufficient time for comprehensive user acceptance testing in coordination with other required tests to include:

- Functional Testing - Unit, Integration, and regression including the creation of documented test scripts
- Performance Testing – User scalability, data volume scalability, load scalability, and reliability testing
- Capacity Testing – network, hardware

Performance Testing Tools will be provided by the Proposer. The Proposer's plan should take into account that the roll-out of the solution will involve all County law enforcement and justice partners in a phased approach.

Knowledge Transfer The Proposer should include a comprehensive transfer of knowledge phase to County staff to include how the components are integrated as the County will assume responsibility of modifying the environment for future requirements and releases. This transfer must be built into the project plan and time allocated to this activity throughout the project and a recap of knowledge transfer built into the post production period. The Proposer should indicate in the response that all areas will be targeted for technical and user populations regarding knowledge transfer.

16. The proposed Solution should have multi-level security measures built in to allow the County to define access to the data based on current industry best practices such as roles and permission lists by agency. Explain in detail how this will be accomplished.

17. Training:

- a. Provide a detailed description of training courses that are offered as part of the Proposal to the County. Training will be conducted on-site. Provide the recommended number of on-site training hours, as well

as any other type of training, including, but not limited to on-line tutorials, web based training (if available), training documentation, refresher training, etc.

- b. Provide an itemized training plan to describe the methodology, facilities, levels and types of training required. Training should include the training of the County's Help Desk personnel, as well as, any ongoing training available to law enforcement and justice partners, including any computer-based or web-based training to accommodate a 24/7 workforce with high turn-over. Training prices must be all inclusive and presented as one total price without separate per diem charges for the trainer's travel, room and board. An option for "train the trainer" approach including materials for further rollouts should be included. Pricing for training, including materials, personnel and hours must be included as part of the Proposer's proposal response on Form B-1.
18. Provide a detailed explanation on the Solution's infrastructure and the approach to Solution Maintenance and Change Management. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposed Solution.
19. Provide description of anything (functionality, software, or hardware) not identified in the RFP that will be required to make Proposed Solution meet the Scope of Services.
20. Explain in detail how data integrity is maintained in your application including change management.
21. Identify if Proposer has taken any exception to the terms of this Solicitation and the draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s) if applicable.
22. Proposers shall submit a Project Management Plan (PMP) with the initial proposal. The MDPD will work with the selected vendor to refine the PMP.

#### **PROPOSED PRICE FOR THE LIMS**

23. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule".

#### **MINIMUM SYSTEM REQUIREMENTS**

Proposers are required to complete the below chart indicating whether their Proposed solutions meets or does not meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the "Module/Detailed Explanation" field for ALL items included in the table.** This should include a description of any work required to meet the requirement. A blank or N/A in any box will be interpreted as an "N" or "No."

The acceptable responses are as follows:

**"Y" - "Yes"** - Indicates that the requirement can be met by the proposed System or the functionality is currently available in the proposed System. Proposers should provide a detailed description of how the requirement will be met in the "Response Description" field.

**"N" - No** - Indicates that the requirement cannot be met by the proposed System or the requested functionality is not available in the proposed System.

**"P" - "Partial"** - Indicates that the requirement can be partially met by the proposed System or the requested functionality is partially available in the proposed System. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

**“C” - “Custom”** - Indicates that the requirement can be met through customization of the proposed System or the requested functionality can be accommodated through a software customization. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
1.	LIMS shall have been used in a forensic laboratory that has met accreditation standards set by the ASCLD/LAB-International within the past five years.		
2.	LIMS is compatible with multi document interfacing formats, and interface with the current laboratory instrumentation (Section 2.3.3) and document imaging programs (Electronic Document Management System). The current version of EDMS is Kofax 8.0 and the software that replaces EDMS is ECM Documentum 6.7, Service Pack 1. The LIMS shall have the ability to view all PDF files and photos (JPEG) currently contained within the EDMS. The LIMS shall enable users to update and upload these files each day based on new entries.		
3.	LIMS has been successfully used for crime scene and property evidence functions.		
4.	LIMS has the ability to enable the import of data from: NIBIN, CODIS, the MDPD AFIS and CJIS.		
5.	LIMS has the ability to allow for Radio-Frequency Identification (RFID) technology.		
6.	LIMS has the capability to capture electronic signatures.		
7.	LIMS has security features that control access to information and evidence custody based on rank and assigned duties. Levels include: user, supervisor, laboratory manager, and administrator as well as view only or update privileges.		
8.	LIMS can be configured to require a single log-in to access all assigned modules.		
9.	LIMS has options for its users to view information on the screen, print information, and save files.		
10.	LIMS provides the users with the capability to query the chain of custody of each exhibit or case as a whole.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
11.	LIMS provides a single query field from which information about the case (biographical), items, assignment and chain of custody can be obtained.		
12.	<p>LIMS provides users with the capability to query a case via all or any combination of the following fields:</p> <ul style="list-style-type: none"> <li>a. Case Number, with variables</li> <li>b. Date(s) of Submission</li> <li>c. MDPD Case Number</li> <li>d. Submitting Agency Name (AOA)</li> <li>e. Submitting Agency's (AOA) Case Number - Defined fields for secondary case numbers so that they are entered in a consistent way, with the ability of an override if a format changes or old evidence needs to be re-entered.</li> <li>f. Defendant/Subject's Name</li> <li>g. Victim's Name</li> <li>h. Offense type</li> <li>i. Inventory number</li> <li>j. Court case number</li> <li>k. Lead investigator (name, agency, bureau, badge number)</li> <li>l. Incident location</li> <li>m. Items by case number</li> <li>n. Backlog of a section</li> <li>o. Backlog of an analyst by badge number</li> <li>p. Items by inventory number</li> <li>q. Submissions completed by section, by analyst and by date range.</li> <li>r. Submissions assigned to a section or to a specific analyst and by date range.</li> <li>s. Unit of measure</li> <li>t. Serial Number</li> <li>u. Classification Code</li> <li>v. Turnaround time</li> </ul>		
13.	LIMS provides alerts to supervisors regarding timelines required for court or investigative deadlines.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
14.	LIMS provides the capability for end-users to maintain lookup/codes tables and selection list for data entry.		
15.	LIMS lists names with badge numbers or names with officer ID or the names that correspond with any such ID, assignment and email.		
16.	LIMS provides administrative functions to add/maintain access to the system.		
17.	LIMS provides the capability to set the password length and expiration time duration, with a system-generated self-service temporary password re-set. Password re-use conditions are an administrative function. All passwords are stored encrypted.		
18.	LIMS has audit trails on all tables. Date created, date updated, content updated and user identification are included.		
19.	LIMS is compatible with Windows Win 7 (32-bit & 64-bit) or most recent version.		
20.	LIMS is either Oracle or Microsoft SQL compliant using either Oracle 11g or Microsoft SQL Server version 2008 R2 Enterprise.		
21.	LIMS provides on-line help screens and an on-line tutorial detailing business processes for all users.		
22.	LIMS allows printing of extra barcode labels and box labels in multiple sizes and different formats (for example: 4 x 6, 2 x 1 1 x 2 5/8 and 3 x 1).		
23.	LIMS allows staff to assign evidence to specific locations. The locations are user defined (i.e., shelf, box, vault).		
24.	LIMS allows supervisors the ability to assign work to individual analysts and manage workload.		
25.	LIMS produces an audit trail with text describing chain of custody, transfers and names of assigned individuals.		
26.	LIMS allows the supervisor the ability to review all previous assigned and unassigned work.		
27.	LIMS allows the analyst and/or supervisor the ability to review all log entry and evidence storage data for items with a pending status prior to assignment.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
28.	LIMS allows the analyst and/or supervisor the ability to review all log entry and evidence storage data for the assigned work.		
29.	LIMS allows for assignment and transfer of multiple items in a single batch process.		
30.	LIMS provides the ability to assign evidence from the same case number to multiple analysts for analysis or re-examination, and to individually assign a unique number to each piece of evidence, separate from the case number.		
31.	LIMS does not require that all items listed on a property receipt have to be packaged and transferred at the same time; individual items can be transferred for additional analysis within a Section of the FSB (i.e. photo) and processed as necessary.		
32.	LIMS allows the analyst and/or supervisor the ability to transfer evidence into a location (i.e. personal evidence locker, vault, or user defined storage location).		
33.	LIMS provides restrictions that prevent entries or transfers prior to all steps in a workflow being properly executed. For instance, a set of conditions is satisfied in the order: Evidence Reception, Item Entry, Assignment, Analysis, Test Result, and Report.		
34.	LIMS prevents duplicate case numbers, data entries and assignments.		
35.	LIMS provides the ability to list all unassigned work by disciplines.		
36.	LIMS allows the assigned analyst the ability to record completed activities against the work assignment, enter the results for the examinations performed on individual items, and designate items for deferral by a single batch process.		
37.	LIMS provides functions that allow the analyst to record their results using drop-down menus and text box fields, as well as record notes into distinct fields for specific disciplines.		
38.	LIMS tracks the assignment and completion of each case, and generates reports of all tests assigned to and completed by each analyst, as well as produce a pending completion record.		
39.	LIMS has the capability to create ad-hoc (custom) reports using a third party reporting tool, with templates that users		



Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
	can modify and control.		
40.	LIMS auto-populates fields in worksheets and reports using information entered during the evidence submission process.		
41.	LIMS has the ability to create case reports based on entered results for each test, as well as the ability to create freeform reports where detailed conclusion/interpretation is warranted. The end report is traceable to specific evidence specimens, cuttings, samples or group of specimens, reagents used, lot numbers, instrument(s), analyst(s) and QAS document methodology version through a database audit.		
42.	LIMS provides optional retrieval of evidence information by a batch process that can group items for the creation of reports, whether for analyzed cases or for deferred cases.		
43.	LIMS provides electronic report reviews by supervisors as well as for technical and administrative reviews prior to release.		
44.	LIMS allows analysis reports to be stored in the database as PDF files.		
45.	LIMS has the ability to provide outside entities with a secure "case results" website where case status and results can be reviewed		
46.	LIMS provides automated e-mail notification to lead detectives regarding the disposition of their case(s) and the availability of completed case reports for viewing.		
47.	LIMS tracks the assignment and completion of each proficiency test, and generates reports of all tests assigned to and completed by each analyst, generates a yearly proficiency schedule for each analyst as well as produces a pending completion record.		
48.	LIMS provides the ability to record court activities (i.e. hearings, depositions, discovery orders, pre-trial conferences, trials) by discipline.		
49.	LIMS includes the functionality of the web-based CODIS hit tracker program that enables the import of match data from CODIS as well as the input of disposition status from investigators and make CODIS hit information available via internet.		
50.	LIMS includes data from cases, evidence, and property for the FSB and PES currently available in PETS.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>GENERAL REQUIREMENTS</b>			
51.	LIMS includes analysis results entry linked to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results.		
52.	LIMS provides for control of inventory of all laboratory consumables, with the ability to notify via e-mail or other means about impending expirations or critical stock levels so that new reagents are made or ordered.		
53.	LIMS allows for batch as well as individual data entry for all types of data entered into LIMS.		
54.	LIMS allows for reconciliation of evidence packaging and its corresponding property receipt.		
55.	LIMS facilitates case management by listing the analyst and date the case was assigned, allowing a specified follow-up date and allowing alerts to supervisors regarding timelines.		
56.	LIMS allows an analyst to view only the data for court on closed cases without re-opening the case or generating what appears to be a new case.		
57.	LIMS has the capability to sub-item and barcode individual or groups of items on a receipt.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>ASCLD/LAB-INTERNATIONAL REQUIREMENTS</b>			
58.	LIMS documents the chain of custody for all evidence from collection to laboratory submission to final disposition (i.e. cradle to grave). <i>Per ASCLD/LAB-International 2011 Supplemental requirements, forensic science laboratories shall be able to demonstrate that the evidence examined and reported on was that submitted to the laboratory. A "chain of custody" record shall be maintained from the time of collection and reflect all evidence transfers. The record shall detail each person taking possession of an item of evidence, or the location of that item.</i>		
59.	LIMS has the ability for evidence to be sub-sampled and tracked back to the original evidence source, independently		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>ASCLD/LAB-INTERNATIONAL REQUIREMENTS</b>			
	of a numbering system. Per ASCLD/LAB-International 2011 Supplemental requirements, when evidence is subdivided in the laboratory, sub-items are tracked through a documented chain of custody record to the same extent that the original items of evidence are tracked.		
60.	LIMS administration function complies with ASCLD/LAB International standards.		
61.	LIMS implements security measures, in compliance with Federal Guidelines as stated in the CJIS Security Policy, to ensure that data transmission, processing, and storage are secure.		
62.	LIMS provides the ability to track electronic changes, to backup records stored electronically and to prevent unauthorized access or amendments to data per ISO/IEC 17025/2005.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>BIOLOGY/DNA REQUIREMENTS</b>			
63.	LIMS allows evidence to be transferred out of the FSB, with full evidence tracking		
64.	LIMS contains a DNA module that utilizes data from custom worksheets to determine the status of each item's analysis.		
65.	LIMS interfaces with instrumentation (Section 2.3.3) generating results in electronic format.		
66.	LIMS produces case reports for serology, DNA and CODIS matches.		
67.	LIMS maintains records of all cases that were outsourced or analyzed as a result of federal grant funding.		
68.	LIMS produces performance measure reports of the number of cases and samples analyzed within a selected time frame.		
69.	LIMS produces performance measures of the case turnaround time and of the case backlog.		
70.	LIMS reports tabulate results per analyst, offense, and		

	Section.		
71.	LIMS tracks cases through analysis, CODIS hits, and hit disposition as entered by investigators.		
72.	LIMS has the ability to store and retrieve information on specimen samples/cuttings taken from bulk evidence.		
73.	LIMS utilizes metadata information associated with specimen samples as text, hypertext links and/or images or pointers indexed to relevant databases, or stored as data within its database.		
74.	LIMS has the ability to manage location and storage of specimen samples/cuttings that may be retained in the lab, and provide the ability to log critical preventive maintenance of instruments, balances and refrigerators and flag scheduled preventative maintenance via email or other means to relevant personnel.		
75.	LIMS provides for the archival of all generated DNA instrument data, and linkage to individual cases and items analyzed.		
76.	LIMS has the ability to track the transmittal of specific evidence specimens, cuttings, samples or group of specimens to specific individuals within the lab (intra- as well as inter- Section), as well as to outside entities or to outside laboratories (outsource program), as well as the return of these samples and the associated test results from the outside lab.		
77.	LIMS has the ability to record current casework results, including CODIS match results. As such, the successful proposer shall provide a secure website where outside entities may obtain case status and test results.		
78.	LIMS has the ability to track case file/folder, location/possession from point of creation through scan/store/retrieve and disposition process.		
79.	LIMS has the ability to manage stock inventory of critical laboratory chemicals, reagents and consumables through lot numbers, expiration dates and quality control results and to track the usage of these consumables. It shall have the ability to notify users about pending chemical/reagent expiration dates, manufacturer recalls or whenever certain chemical/reagent or consumable inventory fall below certain preset stock levels so that new inventory can be ordered, or fresh reagents made.		
80.	LIMS Biology/DNA statistics reports shall allow filtering for a particular analysis, for a particular time frame, for a particular grant, cumulatively for all cases, for agency cases, for a particular offense (i.e. homicide, sexual battery), for cold or current cases, and by analyst.		
81.	LIMS shall generate Biology/DNA statistics reports with the		

following information, at a minimum:

- I. Number of cases received
- II. Number of cases screened
- III. Number of cases for DNA analysis
- IV. Number of shipped unopened cases
- V. Number of cases outsourced
- VI. Number of cases DNA data received from outsource laboratories
- VII. Number of outsource cases reviewed
- VIII. Number of cases with uploadable DNA profiles
- IX. Number of cases with CODIS hits (forensic)
- X. Number of cases with CODIS hits (offender)
- XI. Number of cases with CODIS hits (NDIS, SDIS, LDIS)
- XII. Number of samples analyzed by outsource laboratory
- XIII. Number of samples analyzed by the MDPD (in-house)
- XIV. Percentage of each sample type that produced uploadable DNA profiles
- XV. Dispositions of CODIS hits
- XVI. Number of CODIS hits from in-house or outsourced cases cumulatively
- XVII. Turnaround time from evidence submission to report
- XVIII. Turnaround time from outsourcing to receipt of DNA data
- XIX. Turnaround time from receipt of outsource data to review
- XX. Number and listing of cases by outsource laboratory batch number
- XXI. Disposition of cases with CODIS hits (from Hit Tracking Database)
- XXII. Unopened case backlog
- XXIII. Number of cases needing reports
- XXIV. Number of reports written
- XXV. Number of reports reviewed
- XXVI. Number of cases scanned, QC'd or validated
- XXVII. Number of cases assigned by supervisor
- XXVIII. Number of unassigned cases by supervisor
- XXIX. Number of DNA grant-funded cases analyzed

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>PROPERTY AND EVIDENCE (PES/CERF/FIS/DFS) REQUIREMENTS</b>			
82.	<p>LIMS enables the entry of the following case information:</p> <ul style="list-style-type: none"> <li>a. MDPD case number (unique)</li> <li>b. AOA case number (linked to the MDPD number)</li> <li>c. Assignment of a unique inventory number per receipt (or per set of related receipts)</li> <li>d. Entry of number of packages per inventory number</li> <li>e. Case information such as occurrence date, location, etc.</li> <li>f. Item number assignment</li> <li>g. Item description by drop down menu</li> <li>h. Number of items</li> <li>i. Item count (ex: 2 of 5)</li> <li>j. Officer's information (name, badge number, location, agency, duty status)</li> <li>k. Parties involved (suspects, victims) including biographical data owner</li> <li>l. Set link for case to lead officer</li> <li>m. Email notification to all personnel associated with a case in the event of a case number change</li> </ul>		
83.	<p>LIMS has the following functions:</p> <ul style="list-style-type: none"> <li>a. Inventory tracking</li> <li>b. Information modification (case number change, lead officer change, etc)</li> <li>c. Assign inventory to analyst</li> <li>d. Attribution of status codes</li> <li>e. Attribution of location codes</li> <li>f. Attribution of disposition codes</li> <li>g. Attribution of evidence codes</li> <li>h. Ability to add new or modify evidence codes</li> </ul>		
84.	LIMS records the analyst who accepts evidence, as well as any re-assigned evidence.		
85.	LIMS provides users the ability to print the entire chain of custody for each submitted exhibit.		
86.	LIMS is able to perform both single and multiple batch item(s) transfers while maintaining a record of the chain of custody.		
87.	LIMS is able to add additional evidence after the original case is created.		
88.	LIMS uses bar coding for evidence receiving, tracking, and inventory, and allows for the use of RFID technology.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>PROPERTY AND EVIDENCE (PES/CERF/FIS/DFS) REQUIREMENTS</b>			
89.	LIMS prints a bar code label for each piece of evidence received by the FSB. The information shall include case number, inventory number and number of packages per inventory number.		
90.	LIMS searches existing case numbers on the current submission prior to issuing a new case number.		
91.	LIMS prints an evidence receipt for the submitting agency as a record of each transaction.		
92.	LIMS has the ability for law enforcement agencies to upload case and evidence information either prior to or at time of submission via the web and/or removable media. Due to the volume of evidence submitted, MDPD does not expect its personnel to manually enter case and evidence information for submitting agencies. As new officers from different agencies are employed and impound property to the Property and Evidence Section (PES) (ex. Miami-Dade Fire). LIMS PES users shall have the ability to input names/badge numbers into the new system at the point of receiving. LIMS administrators shall have the ability to add new users (officers, users, etc.).		
93.	LIMS enables the PES to send serialized firearm information to the FDLE in batch form on a daily basis. Currently, the replies received from FCIC and NCIC are populated inside the existing PETS database. The new LIMS shall provide the same "output" file structure that is currently used (see attached Appendix "A" – "LIMS FCIC Oracle Table") which will be sent by the existing MDPD application to FDLE (in batch form) to query if the firearm is stolen. This file structure will exist in a new Oracle table that will be used by the new LIMS to store the firearm information that must be sent for query to FCIC/NCIC. The reply from both FCIC and/or NCIC will then be stored into this same Oracle table by the existing MDPD program. The new LIMS will be responsible for creating the information to be sent to FDLE (into the Oracle table), as well as incorporate the updated information (based on FCIC/NCIC replies) into the new LIMS. FSB users will then need to receive an email notification (from the new LIMS) that a reply has been received based on the serialized firearm query and the response is available through the new LIMS.		
94.	LIMS has a function that allows the officers in the field to input data into several forms on their laptops, such as a property receipt, and print it at a later time from the laptop and/or save it as a PDF file. The LIMS shall allow them to take a picture of the impounded property and attach it to the case file if necessary. The LIMS shall enable supervisors		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>PROPERTY AND EVIDENCE (PES/CERF/FIS/DFS) REQUIREMENTS</b>			
	and authorized individuals to whom a case has been assigned in the laboratory and PES to access the information in those specific case files. LIMS shall offer the capability for law enforcement agencies to remotely check their case status via the web based on user roles and permissions.		
95.	LIMS has the capability for law enforcement agencies to remotely check their case status via the internet.		
96.	LIMS has a function that enables analysts, supervisors and officers in the field to request the transfer of evidence by email from the PES to the FSB.		
97.	LIMS records release of evidence to the lead investigator, courier, analyst, submitting agency or owner.		
98.	LIMS has a customizable tickler file.		
99.	LIMS provides the evidence intake staff and staff analysts with the ability to conduct inventories of evidence using existing barcodes without requiring re-labeling of the evidence with new bar codes.		
100.	LIMS provides the ability to conduct inventory reconciliation of a lab, section or a person with printouts of reconciliation results showing evidence assignments to a specific person or location.		
101.	LIMS provides a requirement for discrepancy and reconciliation of evidence inventory for items and associated property receipts and misplaced property.		
102.	LIMS allows evidence inventories to be done by one or more individuals with remote or unattached bar code readers.		
103.	LIMS allows for multi-agency submissions under the same MDPD laboratory case number, with different cross-reference case numbers for each agency.		
104.	LIMS has a search tool that allows cross-referencing of cases.		
105.	LIMS has an automated disposition function that notifies lead detectives that cases are closed, either by court action or expiration of time limitation according to Florida Statutes, so that they can receive their case information and respond to the PES with an electronic signature for case disposition. LIMS shall provide the ability to electronically notify (via email) case disposition information (as well as other notifications). LIMS needs to provide the ability to capture email information as part of their security module that will		



Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>PROPERTY AND EVIDENCE (PES/CERF/FIS/DFS) REQUIREMENTS</b>			
	contain name, user ID, P/W, etc.		
106.	LIMS generates disposition notices based upon user configurable queries		
107.	LIMS has a function for PES that provides automated notifications to lead detectives and/or impound officers regarding the disposition of their case(s).		
108.	LIMS incorporates both inventory creation and item entry in the same view.		
109.	LIMS generates all necessary PES statistics as defined in the reports section of this RFP for PES.		
110.	LIMS supports Sealed or Expunged Case requirements including the securing of biographical data.		
111.	LIMS allows changes to property status code and location individually or by batch.		
112.	LIMS allows transfer and check-in/check-out of evidence individually or by batch.		
113.	LIMS allows case closing and re-opening individually or by batch.		
114.	LIMS allows case number maintenance (i.e. delete, modify, cross-reference) based on defined user roles and permissions.		
115.	LIMS allows case biographical information maintenance (i.e. delete, modify).		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>ANALYTICAL/CHEMISTRY/TRACE REQUIREMENTS</b>			
116.	LIMS includes analysis results entry linked to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>ANALYTICAL/CHEMISTRY/TRACE REQUIREMENTS</b>			
117.	LIMS provides for control of inventory of all laboratory consumables, with the ability to notify via e-mail or other means about impending expirations or critical stock levels so that new reagents are made or ordered.		
118.	LIMS provides the capability to manage (i.e. track, control, plan) the chemical drug standard inventory. It also manages the calibration checks on analytical equipment, reagents and testing materials.		
119.	LIMS generates automated FSB-defined reports of case analysis results, and allows the creation of free-form entry reports (i.e. notes, comments) where detailed conclusion/interpretation is warranted.		
120.	LIMS provides for electronic report review by supervisors as well as for technical and administrative review prior to release.		
121.	LIMS enables a Web-based interface with the Miami-Dade County State Attorney's Office that can be viewed preliminarily and printed after the supervisor's approval process is completed.		
122.	LIMS contains a drug code table that contains all results for drugs and respective drug names for drug reports, and provide the ability to edit the drug code table and add new codes as new drugs are identified.		
123.	LIMS contains a module for Trace Analysis with drop-down menus for Trace code or "other" category that allows manual typing of a non-standard code, and instrumentation used.		
124.	LIMS provides a text box for results and interpretations.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>INVESTIGATIVE/CRIME SCENE INVESTIGATIONS/FORENSIC IMAGING REQUIREMENTS</b>			
125.	LIMS generates all Crime Scene Investigations Section reports, as well as any necessary statistics and worksheets (see Appendix "J").		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>DIGITAL FORENSIC LIMS REQUIREMENTS</b>			
126.	LIMS provides the ability to assign evidence from the same case number to multiple Digital Forensic Section (DFS) analysts, and to individually assign a unique number to each piece of evidence, separate from the case number.		
127.	LIMS conducts generalized searches based on basic case information, including item, serial number, model number/name, make, and memory capacity, and permit simultaneous data entry and retrieval for the same case.		
128.	LIMS allows for statistics to be generated for based on number of media, number of cell phones, number of hard drives, number of CD's/DVD's.		
129.	LIMS has a security feature that controls access to certain functions, and restricts assignment of items or viewing information from designated cases.		
130.	LIMS allows all DFS personnel to access data and track an item based on security settings with the exception of Professional Compliance or confidential cases.		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>FINGERPRINT IDENTIFICATION (LATENTS) REQUIREMENTS</b>			
131.	LIMS reports statistics for each individual latent examiner, each individual contributing agency, each individual offense type and overall totals for the Section by date(s).		
132.	LIMS flags evidence or latent lifts received by the Latent Unit with the same case number by separate submissions (i.e., receipts, inventories) from being assigned to different examiners. All submissions bearing the same case number can be assigned to the same examiner.		
133.	LIMS has the capability to sub-item and barcode individual or groups of items on a receipt.		
134.	LIMS does not require that all items listed on a property receipt have to be packaged and transferred at the same time; individual items can be transferred for additional analysis within a Section of the FSB (i.e. Photo) and		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>FINGERPRINT IDENTIFICATION (LATENTS) REQUIREMENTS</b>			
	processed as necessary.		
135.	LIMS has the capability to interface with the CSIpix.		
136.	<p>LIMS provides reports with the following statistics that can be filtered by entity, analyst, offense type and date:</p> <ul style="list-style-type: none"> <li>a. Number of cases received</li> <li>b. Number of receipts received</li> <li>c. Number of fingerprint lifts received</li> <li>d. Number of lifts of Value (LOV) from lifts received</li> <li>e. Number of lifts of No Value (NV) from lifts received</li> <li>f. Number of fingerprint Impressions of Value (IV)</li> <li>g. Number of items of evidence received for processing</li> <li>h. Number of lifts/photos developed on evidence received from processing</li> <li>i. Number of lifts/photos of value developed on evidence items received for processing</li> <li>j. Number of fingerprint impressions of value developed on evidence received from processing</li> <li>k. Number of lifts/photos of no value (NV) developed on evidence received for processing</li> <li>l. Number of lifts/photos developed on evidence items in which fingerprints impressions were identified</li> <li>m. Number of lifts identified from lifts received</li> <li>n. Number of fingerprint impressions identified from lifts received</li> <li>o. Number of lifts/photos identified from evidence received for processing</li> <li>p. Number of fingerprint impressions identified from evidence received for processing</li> <li>q. Number of major case/elimination prints received</li> <li>r. Number of cases in which fingerprints were identified</li> <li>s. Number of subjects identified</li> <li>t. Number of times and list of cases when a Criminal Identification Number (CIN) or State Identification Number (SIN) has been identified</li> <li>u. Number of fingerprints impressions entered into the AFIS (State &amp; Local)</li> </ul>		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>FINGERPRINT IDENTIFICATION (LATENTS) REQUIREMENTS</b>			
	v. Number of cases entered into AFIS (State & Local)		
	w. Number of fingerprints impressions identified by AFIS (State & Local)		
	x. Number of cases identified by AFIS (State & Local)		
	y. Number of subjects identified by AFIS (State & Local)		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>CERF, FIREARMS, TOOLMARK, NIBIN REQUIREMENTS</b>			
137.	LIMS provides the capability to manage the MDPD Firearms Reference Collection. It manages the inventory of firearms ammunition, calibration checks on analytical equipment, reagents, and testing materials.		
138.	LIMS contains generalized selections and searches via successive drop down menus. Specific options include semi-automatic firearms, full automatic firearms, revolvers, rifles, shotguns, and the date range of when specified types of firearms or caliber of firearm came into the laboratory.		
139.	LIMS provides customized results for all tests (i.e. firearms, toolmarks, NIBIN, distance determinations, serial numbers, footwear and tire track impressions). Entry fields allow every evidence item on the property receipt to be viewed and laboratory results entered with the pertinent information. From drop down menus, selections include whether an item was examined, for example, its caliber, its designation (i.e. M, N, O...), occurrence of a NIBIN hit and linked cases, as well as the type of packaging.		
140.	LIMS has a security feature that restricts viewing information from designated cases, and restricts the ability to change entered evidence information (such as caliber or serial number).		
141.	LIMS has the ability to barcode reference collections such as the MDPD Firearm Reference Collection and the fired standards collection, and facilitate their inventory through the scanning of individual items.		
142.	LIMS restricts maintenance of the MDPD Firearm Reference Collection data to selected individuals within the Section who		

Req. #	Description	Requirement Met (Y, N, P, C)	Describe how solution will meet requirement and any customizations or configurations that are required (use separate sheet if necessary)
<b>CERF, FIREARMS, TOOLMARK, NIBIN REQUIREMENTS</b>			
	are also responsible for editing or adding each item's information based on user defined roles and permissions.		
143.	LIMS allows firearms added to the "gun vault" (MDPD Firearm Reference Collection) to have an audit trail showing the individual who added or edited that information.		
144.	LIMS automatically adds a new firearm model to the results entry drop down menu list when it is received in the laboratory for the first time, and allows that list to be edited per the NCIC.		
145.	LIMS enables the results entry process to send serialized firearm information to the FDLE in batch form on a daily basis. Currently, the replies received from FCIC and NCIC are populated inside the existing PETS database. The new LIMS shall provide the same "output" file structure that is currently used (see attached Appendix "A" – "LIMS FCIC Oracle Table") which will be sent by the existing MDPD application to FDLE (in batch form) to query if the firearm is stolen. This file structure will exist in a new Oracle table that will be used by the new LIMS to store the firearm information that must be sent for query to FCIC/NCIC. The reply from both FCIC and/or NCIC will then be stored into this same Oracle table by the existing MDPD program. The new LIMS will be responsible for creating the information to be sent to FDLE (into the Oracle table), as well as incorporate the updated information (based on FCIC/NCIC replies) into the new LIMS. FSB users will then need to receive an email notification (from the new LIMS) that a reply has been received based on the serialized firearm query and the response is available through the new LIMS.		

## **FORMS A2-A6**

**Form A-2**  
**AFFIDAVIT OF MIAMI-DADE COUNTY**  
**LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 (2) Department: \_\_\_\_\_  
 (3) Proposer's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Telephone: (\_\_\_\_) \_\_\_\_\_

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

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET 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)



**Form A-3**  
**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____,	201__
Addendum #2, Dated _____,	201__
Addendum #3, Dated _____,	201__
Addendum #4, Dated _____,	201__
Addendum #5, Dated _____,	201__
Addendum #6, Dated _____,	201__
Addendum #7, Dated _____,	201__
Addendum #8, Dated _____,	201__
Addendum #9, Dated _____,	201__

**PART II:**

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

A-3 - Rev. 1/25/10

## LOCAL BUSINESS PREFERENCE

Rev. 12/14/12

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.**

Signature of Proposer's  
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed Form A-5(new 5/7/99))

Form A-6

FAIR SUBCONTRACTING POLICIES  
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

---

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

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

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

# **FORM B-1**

## **PRICE PROPOSAL SCHEDULE**

**FORM B-1 - PRICE PROPOSAL SCHEDULE****LABORATORY INFORMATION MANAGEMENT SYSTEM****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.

The Proposer must submit this Form B-1 "Price Proposal Schedule" together with the technical portion of the Proposal in one package for evaluation. All pricing must include **all cost elements** including but not limited to implementation, integration, training, travel, warranty, hardware, equipment, maintenance, support, and other professional support services provided in the Proposal response.

**A. PROPOSED PRICE**

The Proposer shall state its price for providing all services as stated in Section 2.0 - Scope of Services.

**TOTAL PROPOSED PRICE FOR THE LABORATORY INFORMATION MANAGEMENT SYSTEM FOR THE  
INITIAL FIVE (5) YEAR TERM:**

\$ \_\_\_\_\_

**B. BREAKDOWN OF PROPOSED PRICE**

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	PRICE
Software License Fee (Please provide detailed cost breakdown below in Table B1)	\$
Professional Services	\$
Testing, Implementation, and Configuration (Please provide detailed cost breakdown below in Table B2)	\$
Customization Costs (Please provide detailed cost breakdown below in Table B3)	\$
Training (as specified in Section 2.10) (Please provide detailed cost breakdown below in Table B4)	\$
Interface Development (Please provide detailed cost breakdown below in Table B5)	\$
Travel	\$

DESCRIPTION	PRICE
Additional Costs and Fees <i>(Please list and add additional sheets as necessary)</i>	\$
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	\$
Maintenance and Technical Support Service Fees Year 2	\$
Maintenance and Technical Support Service Fees Year 3	\$
Maintenance and Technical Support Service Fees Year 4	\$
Maintenance and Technical Support Service Fees Year 5	\$
<b>*Total Proposed Price for initial Term:</b>	<b>\$</b>

**\* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

**TABLE B1: PRICE BREAKDOWN FOR SOFTWARE**

Software Product Name and Version	License Type (User/CPU/etc.)	Unit Price	Quantity	Total (Unit Price x Quantity)
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total for Software:</b>				<b>\$</b>





**TABLE B2: PRICE BREAKDOWN FOR TESTING, IMPLEMENTATION, AND CONFIGURATION**

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Testing and Implementation:			\$

**TABLE B3: PRICE BREAKDOWN FOR CUSTOMIZATION**

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Customization:			\$

**TABLE B4: PRICE BREAKDOWN FOR TRAINING**

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Other	Description	
		\$
		\$

**Total for Training: \$**

**TABLE B5: PRICE BREAKDOWN FOR INTERFACES**

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Other	Description	
		\$
		\$

**Total for Interfaces: \$**

**C. OPTIONAL YEARS TO RENEW (OTR) SOFTWARE MAINTENANCE SUPPORT SERVICES AND ADDITIONAL LIMS LICENSES**

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

**TABLE C1: OTR YEARS TO RENEW (OTR) FEE SCHEDULE**

DESCRIPTION	ANNUAL FEE
OTR 1 - Ongoing Maintenance and Technical Support Service Fees Years 5 through 10	\$ (year 1)
	\$ (year 2)
	\$ (year 3)
	\$ (year 4)
	\$ (year 5)

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