

**AGREEMENT FOR
LATENT PRINT EXAMINATION SERVICES**

THIS AGREEMENT, made this 18th day of MAY 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Ron Smith & Associates, Inc., a Mississippi corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 9335 Highway 19 North (PO Box 670), Collinsville, MS 39325, Phone: 601-626-1100, Fax: 601-626-1122, Email: ron@ronsmithandassociates.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal 225-10914 Latent Print Examination Services including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) Response to the RFP, dated January 19, 2012 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated MAY 18, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on March 20, 2012 and shall end on September 30, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, in the amount of \$39,600. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Heather L. McNeill
Title: Corp. Secretary

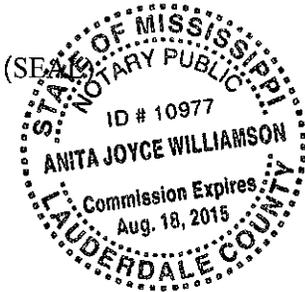
CONTRACTOR

By: [Signature]
Print Name: Ron Smith (Edgar R.)
Title: President

(CORPORATE SEAL)

STATE OF Mississippi :
COUNTY OF Lauderdale :

The foregoing instrument was acknowledged before me this 14th day of May, 2012, by Edgar R. (Ron) Smith as (title): President for Ron Smith & Associates, Inc., a Mississippi corporation authorized to transact business in the State of Florida.



Anita Joyce Williamson
Notary Public, State of Mississippi
(Signature of Notary Public)

Anita Joyce Williamson
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Solicitation 225-10914
Latent Print Examination Services



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 225-10914 Latent Print Examination Services

Bid Number **225-10914**
Bid Title **Latent Print Examination Services**

Bid Start Date **Jan 10, 2012 9:22:26 AM EST**
Bid End Date **Jan 24, 2012 2:00:00 PM EST**
Question &
Answer End **Jan 18, 2012 5:00:00 PM EST**
Date

Bid Contact **Jim Hemphill**
Sr. Procurement Specialist
Procurement Department
954-828-5143
jhemphill@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Latent Print Examination Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it 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 provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III. BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special

Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the

terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In

the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

RFP # 225-10914**TITLE: Latent Print Examination Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Latent Print Examination Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award

or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	1/10/12
Deadline for Questions/Request for Clarifications	1/18/12
Proposal Due Date/Time (Deadline)	1/24/12

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City, and is scheduled to expire on September 30th, 2012.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **INVOICES/PAYMENT**
The City will accept a lump sum invoice payment upon completion. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the percentage of work completed.
08. **RELATED EXPENSES/TRAVEL EXPENSES**
All costs including travel are to be included in your proposal. The City will not accept any additional costs.
09. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**
While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

10. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

11. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

12. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

13. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's

subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

14. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

15. **OWNERSHIP OF WORK**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

16. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

17. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 on 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

18. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
19. **CANADIAN COMPANIES**
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
20. **LOBBYING ACTIVITIES**
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.
21. **BID TABULATIONS/INTENT TO AWARD**
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.
22. **CONTRACT AGREEMENT**
Sample Contract Agreement Form (Attachment A) is included and made a part of this Request for Proposals. Terms and Conditions of final agreement will be included as applicable to this RFP.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

PURPOSE

The Fort Lauderdale Police Department (FLPD) requires a firm to assist in our efforts to reduce current, and prevent future, backlogs in the evaluation and identification of latent fingerprints. Awarded Coverdell Grant Funds will be used to contract Short-term Latent Print Examination assistance through a Forensic Consulting Firm. Currently, there are over 1000 latent prints waiting for evaluations and entry into the Automated Fingerprint Identification System (AFIS) Database.

REQUIRED EXPERIENCE

- 1) Companies who submit proposals must have experience in backlog reduction.
- 2) Companies who submit proposals must be able to handle a large volume of cases (minimum 500), with a quick turnaround time. Companies who submit proposals must be able to perform all work on site (City of Fort Lauderdale Police Department – 1300 West Broward Blvd. Fort Lauderdale FL.)
- 3) Companies who submit proposals must use International Association for Identification (IAI) Certified Latent Examiners. (Proof of certification is required to be submitted with your response)
- 4) Employees of the companies who submit proposals must already have a security clearance, FBI or DOD clearance/background check. (Proof of security clearance is required to be submitted with your response).

SCOPE OF WORK

- 1) Contract is for 240 total hours. The 240 hours are to be distributed between three (3) Latent Examiners working ten (10) hour days for eight (8) total days. The 240 hours should be completed by September 30th, 2012.
- 2) Employees of the companies who submit proposals must be able to evaluate latent prints/evidence, compare latent prints, upload latent prints into the State of Florida's Database by utilizing the MorphoTrak/AFIS system, conduct Automated Fingerprint Identification System (AFIS) searches and verifications, provide technical and administrative/peer reviews, provide technical reports upon completion of the project and testify in a court of law (if needed).
- 3) Time is of the essence. Companies who submit proposals must be able to proceed with the project within 30 calendar days after award or execution of contract.
- 4) Company must be able to commit sufficient qualified staff for the duration of the project. Requirements are three Certified Latent Examiners working ten (10) hour days for (8) eight days. Contracted Latent Examiners must be able to schedule work in association with the Fort Lauderdale Police Department Full time Latent Examiner's work schedule.

(Day shift hours, 0800 -1800 hours) Work shall not be scheduled during City recognized holidays.

- 5) The City anticipates utilizing three Contract Latent Examiners to evaluate latent prints. If the latent prints are "of value", the Latent Examiners will enter/upload the latent print into the Automated Fingerprint Identification System (AFIS) database. Latent Examiners will then verify the respondents that are returned from the State and make the appropriate identifications.

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (5) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS 6 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. This should include an assessment of the City of Fort Lauderdale's needs and your firm's ability to meet

those needs. Discuss firm's capability and approach to perform the scope of service; Plan/outline.

- Tab 5: Qualification of Firm: Staff qualifications assigned to this account - discuss the experience and skills your staff will bring to this assignment, along with resume of experience and qualifications; Discuss your firm's experience in handling a large volume of cases with a quick turnaround time / backlog reduction (minimum of 500).; Discuss experience in using the MorphoTrak/AFIS system and in conducting AFIS searches and verifications. Any backup information to verify your statements is encouraged.
- Tab 6: Business Licenses and Certifications. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida. Provide proof of International Association for Identification (IAI) Latent Examiner certification in this section as well. Also provide proof of security clearances with FBI or DOD. Also provide evidence of Insurance in this section. Certificate of Insurance should provide proof of required coverage, forms, limits. Actual insurance certificates naming City as additional insured will be required from recommended contractor, prior to award.
- Tab 7: Proposer's ability to assign appropriate resources to the account and complete tasks in a timely manner.
- Tab 8: List of at least three clients/references for whom you have provided similar services in the last three years; Provide agency E-mail address (current e-mail – this will be the primary way of contacting your reference), name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 9: Any additional attachments to your proposal.
- Tab 10: Cost proposal

PART VI – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include, but not be limited to, problem identification and the proposed method / approach to accomplish the work required.	20%
Experience, qualifications and past performance of the proposing firm, including But not limited to - persons proposed to provide the services; backlog reduction; use of required systems; resources and references.	25%
Licenses, Certifications, Security Clearances, Insurance	25%
Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all

proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, hourly rate for all services identified in this request for proposal. This firm fixed rate shall be all inclusive, encompassing any and all costs to complete tasks, including all travel related expenses. No other costs will be accepted.

Contract is for 240 total hours. The 240 hours are to be distributed among three (3) Examiners working ten (10) hour days for eight (8) total days.

TOTAL COST PER HOUR \$ _____ x 240 Hours = \$ _____

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company:(Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____

NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

SAMPLE

ATTACHMENT A

AGREEMENT FOR (TITLE)

THIS AGREEMENT, made this ____ day of _____ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").
- (2) Response to the RFP/ITB, dated _____ ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be

provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the

expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The

commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- f. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- g. Coverage for Premises/Operations
- h. Products/Completed Operations
- i. Broad Form Contractual Liability
- j. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in

such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it 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 provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by
_____ as (title): _____ for
_____ (Contractor name), a _____ corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary
Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

CITY OF FORT LAUDERDALE RECOGNIZED HOLIDAYS

The nine legal holidays observed by the City, except for employees that are otherwise required to be on regular duty, are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day

**Question and Answers for Bid #225-10914 - Latent Print Examination
Services**

OVERALL BID QUESTIONS

There are no questions associated with this bid.



Headquarters Laboratory
P.O. Box 670
Collinsville, MS 39325

Office (601) 626-1100
Fax (601) 626-1122



Ron Smith & Associates, Inc.

Toll Free: 1-866-TEAM RSA (832-6772)

www.ronsmithandassociates.com

Florida Laboratory
8118 118th Avenue North
Largo, FL 33773

Office (727) 544-1816
Fax (727) 546-4086

EXHIBIT B

ORIGINAL

PROPOSAL FOR LATENT PRINT EXAMINATION SERVICES



FORT LAUDERDALE POLICE DEPARTMENT

RFP-225-10914



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Response to Request for Proposal: RFP #225-10914

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BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Edgar R. "Ron" Smith 1-19-12
(signature) (date)

Name (printed) Edgar R. "Ron" Smith Title: President

Company:(Legal Registration) Ron Smith & Associates, Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: P. O. Box 670 (9335 Hwy 19 North)

City Collinsville State: MS Zip 39325

Telephone No. 601-626-1100 FAX No. 601-626-1122 Email: ron@ronsmithandassociates.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30

Payment Terms (section 1.04): Net 30 Total Bid Discount (section 1.05): NO

Does your firm qualify for MBE or WBE status (section 1.09): MBE NO WBE NO

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____

NO X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

N/A

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
NONE	
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Headquarters Laboratory
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8118 118th Avenue North
Largo, FL 33773

Office (727) 544-1816
Fax (727) 546-4086

January 19, 2012

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, Florida 33301
Att: Sr. Procurement Specialist James Hemphill

Re: Letter of Interest: RFP# 225-10914

Mr. Hemphill,

We are pleased to have been advised of the ongoing Request for Proposal related to Latent Print Examination Services for the Fort Lauderdale Police Department. It is an honor to be given the opportunity to submit a proposal for this vitally important project.

Currently, across the United States there is a similar situation as yours in many law enforcement and forensic agencies. Too many cases and too few experts. Regardless of how hard your dedicated employees work, the backlog keeps growing and every now and then they need a little outside boost to get them out from under the immense pressures. Having previously worked in a government forensic laboratory for over thirty years, I fully understand how much valuable time can be taken out of a productive day just in answering phone calls and emails about unworked cases.

I am sure that you will find through your review of the attached documents that we are uniquely skilled in providing these forensic services. We have a proven and successful track record of similar projects in the past and are ready and willing to bring our team of experts into Fort Lauderdale to aid in the reduction of the current backlog.

I have made a concerted effort to include the requested information in a fully understandable manner. If after review of the formal proposal packet there are any questions you have, then I encourage you to contact me for clarification.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Ron Smith".

President, Certified Latent Print Examiner
Ron Smith & Associates, Incorporated

Headquarters Laboratory
P.O. Box 670
Collinsville, MS 39325

Office (601) 626-1100
Fax (601) 626-1122



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January 19, 2012

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, Florida 33301
Att: Sr. Procurement Specialist James Hemphill

Re: Response to Request for Proposal# 225-10914 (Statement of Proposed Services)

Mr. Hemphill,

Pursuant to the above Request for Proposal dated January 10, 2012, we are pleased to submit our formal response. This proposal is based upon our understanding of the following information gleaned from Part IV (Technical Specifications/Scope of Services) and Part V (Requirements of the RFP:

- #1: Fort Lauderdale Police Department Latent Print Unit is in possession of a significant number of unworked latent print cases. These cases contain latent lifts and in some limited cases known prints. The number of cases could exceed 1000.
- #2: Casework would have to be conducted on site in the F.L.P.D. Latent Print Unit.
- #3: Casework would have to be conducted in direct coordination with ongoing Latent Print Unit employee work schedules and would be limited to 3 RS & A Latent Print Examiners working 10 hour shifts for 8 straight days, for a total of 240 hours.
- #4: Casework would include visual examination of latent lift cases, comparison with known suspects if provided, launching of AFIS searches on a MorphoTrak/AFIS system, comparison of AFIS generated candidates, formal reporting of results and documentation of all analyses performed.
- #5: Casework would be performed by I.A.I. Certified Latent Print Examiners. All results would be "Technically Reviewed" by a second C.L.P.E. prior to reporting.
- #6: It would be mutually understood by both RS & A, Inc. and the Fort Lauderdale Police Department, that due to multiple variables, it is not possible to guarantee an exact number of cases being completed during the 8 days on site. Every effort would be made to accurately complete as large a number of cases as reasonably possible in the time allotted

- #7: The team of RS & A Certified Latent Print Examiners would consist of 3 examiners, one of which would serve as Project Manager to insure maximum efficiency and throughput. Each of these LPEs are court qualified to provide expert witness testimony in a court of law as to any examinations performed.
- #8: The final deliverables would include electronic copies of the final report, worksheets and printouts of any AFIS candidates which result in an identification.
- #9. It would be mutually understood by both RS & A, Inc. and the Fort Lauderdale Police Department that any and all fees and travel expenses associated with expert witness testimony required at a subsequent date are not included in the Cost Proposal.

Ron Smith & Associates, Inc. specializes in this category of backlog reduction project and has completed several similar contracts for agencies across the United States. To meet the requirements of this RFP and to assist you in your deliberations, the attached "Past Client Reference List" is provided under Tab 8. We have a large number of additional government clients, but due to the sensitive nature of their specific contracts, they do not allow us to use their contact information in this manner and we certainly respect their wishes.

Our team of experts includes the largest cadre of latent print examiners in the industry. Each latent print examiner employed by RS & A, Inc., either in a full time position or contract status, has achieved the level of "Certified Latent Print Examiner" from the International Association for Identification.

RS & A, Inc. has access to over seventy-five additional certified latent print professionals who can be called upon to meet the needs of our clients. If selected for this project, RS & A, Inc. will submit the CVs of the latent print examiners who have been selected for this particular contract. Selection of the actual team who will be on-site depends on timing and availability. Each of these latent print examiners have a minimum of five years experience (most have in excess of ten years), have experience in working as a team member on similar projects, and have significant AFIS experience. Although the Morpho/Trak AFIS system is the latest version released by that company, our team of experts have experience with earlier versions of the software and will rapidly become proficient in its use. Each of the RS & A, Inc. team of experts has achieved at a minimum "Secret" clearance and several of our examiners possess "Top Secret" clearances.

RS & A Proposal Response
RFP# 225-10914
January 19, 2012
Page 3

RS & A, Inc. employs a totally paperless system of note taking, documentation and reporting of results. Through the use of standardized wording and drop down menus, the entire process is uniform and consistent in appearance which significantly improves the final deliverable product. RS & A, Inc. brings on site an independent system of networked computers and does not need access to the Fort Lauderdale Police Department secure network for any of the work performed. The need for individual writing skills is reduced to a minimum.

Implementation:

According to Part IV, Scope of Work, time is of the essence to prevent the backlog from growing any further, and it is anticipated that this contract would commence as soon as reasonable travel arrangements could be made.

Projected Cost:

Pursuant to RFP directives, the Cost Proposal is based upon an all inclusive hourly rate. The single hourly rate must include all expenses for work performed, travel, lodging, insurances and licenses. This hourly rate is reflected in the Cost Proposal document, Tab 10.

This completes our formal response to RFP# 225-10914. I sincerely appreciate the opportunity to submit this proposal for your consideration.

Respectfully Submitted,



Ron Smith, President
Ron Smith & Associates, Inc.

Headquarters Laboratory
P.O. Box 670
Collinsville, MS 39325

Office (601) 626-1100
Fax (601) 626-1122



Ron Smith & Associates, Inc.

Toll Free: 1-866-TEAM RSA (832-6772)
www.ronsmithandassociates.com

Florida Laboratory
8118 118th Avenue North
Largo, FL 33773

Office (727) 544-1816
Fax (727) 546-4086

RFP# 225-10914

QUALIFICATIONS OF RON SMITH & ASSOCIATES, INC.

Ron Smith & Associates, Inc.'s team of experts includes the largest cadre of latent print examiners in the industry. Each latent print examiner employed by RS & A, Inc., either in a full time position or contract status, has achieved the level of "Certified Latent Print Examiner" from the International Association for Identification.

RS & A, Inc. has access to over seventy-five additional certified latent print professionals who can be called upon to meet the needs of our clients.

If selected for this project, RS & A, Inc. will submit the CVs of the latent print examiners who have been selected for this particular contract. Selection of the actual team who will be on-site depends on timing and availability. Each of these latent print examiners have a minimum of five years experience (most have in excess of ten years), have experience in working as a team member on similar projects, and have significant AFIS experience. Although the Morpho/Trak AFIS system is the latest version released by that company, our team of experts have experience with earlier versions of the software and will rapidly become proficient in its use.

Each of the RS & A, Inc. team of experts has achieved at a minimum "Secret" clearance and several of our examiners possess "Top Secret" clearances.

I have attached under Tab 9 a copy of the CV of Jon Byrd, our Laboratory Manager, and my own CV, as President of RS & A, Inc.

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RFP# 225-10914

BUSINESS LICENSES AND CERTIFICATIONS

Business Licenses:

As noted in the attached document from the Department of State, State of Florida, Ron Smith & Associates, Inc. is authorized to transact business in the state of Florida.

I.A.I. Certification as a Latent Print Examiner:

As previously mentioned in the "Qualification of Firm" section of this response document, Ron Smith & Associates, Inc. has access to over seventy-five highly skilled I.A.I. Certified Latent Print Examiners. Three pages which represent a print out of the entries for I.A.I. Certified Latent Print Examiners from the Private Sector public access section of the website of the International Association for Identification can be found under Tab #9. The names of our full time employees along with some of our most senior, and most often used part-time consultants are highlighted for your inspection. If required, we will be glad to contact the Secretary of the I.A.I. Latent Print Certification Board, who can prepare an official document verifying what appears on their website (www.theiai.org). If accepted for this contract, RS & A, Inc. will assign the team members and gladly submit any additional credentialing you may desire.

Security Clearances:

Our team of latent print examiners, regardless of the team members selected, has all achieved, and currently maintains, security clearances from their past projects with the federal government. This includes personal information that is not normally provided in an initial response to an RFP. When examiners have been selected and assigned to this particular project, verification of security clearances with the FBI or DOD on these individuals will be provided by our Facility Security Officer upon request.

Proof of Insurance:

Found under Tab #9 is a copy of our CERTIFICATE OF LIABILITY INSURANCE which details our insurance business coverages that we have had in place for several years. If approved for this contract we will be glad to have the City of Fort Lauderdale added as one of our certificate holders and submit proof of this in a timely manner.

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RFP# 225-10914

Ability to Respond

As can be noted within this document, this type of project is our specialty. For the last several years we have been blessed with the opportunity to have assisted numerous agencies in reducing, or eliminating, their backlog of unworked latent print cases. Our consulting division is constantly brainstorming with agencies throughout the government sector finding new and innovative ways to aid them with their increasing workload. Due to the number of agencies needing help and the complexity and volume of the projects, it has become necessary for RS & A, Inc. to associate ourselves with numerous highly qualified I.A.I. Certified Latent Print Examiners who can be called upon for short term assignments to supplement our own full time staff of experts. This has proven to be a very efficient process and highly successful in meeting the needs of our clients. To our knowledge, Ron Smith & Associates, Inc. is the only private forensic identification service provider with this ability to respond.

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RFP# 225-10914

RS & A Past Client's List

1. **Houston Police Department:** Executive Assistant Chief Tim Oettmeier

Office: 713-308-1547

Email: timothy.oettmeier@cityofhouston.net

Technical Audit, Testing, Training, Provide all
Latent Print Services since 2009 (Currently on site)
2. **South Dakota State Crime Laboratory** Special Agent Craig Price

Office: 605-773-3673

Email: craig.price@state.sd.us

Latent Print Case Backlog Reduction
September 2006 / November 2009
3. **Montana State Crime Laboratory** Director Dave McAlpin

Office: 406-728-4970

Email: davemcalpin@mt.gov

Technical LP Audit, LP Backlog Reduction
July 2009 / August 2010—Present

4. **San Bernardino, CA County S.O.** Supervisor Jim Nursall

Office: 909-975-3261

Email: jnursall@sbcisd.org

Technical Audits (2) of Latent Print Unit (Requires large volume of comparisons)
December 2005 / February 2010

5. **Louisiana State Police Crime Laboratory** Director Jim Churchman

Office: 225-925-6216

Email: jim.churchman@dps.la.gov

Technical Audit, Unit Evaluation, Latent Print Backlog Reduction Project
July 2011 -- Present

State of Florida

Department of State

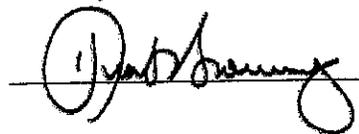
I certify from the records of this office that RON SMITH & ASSOCIATES, INC. is a corporation organized under the laws of Mississippi, authorized to transact business in the State of Florida, qualified on October 15, 2010.

The document number of this corporation is F10000004559.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 4, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Fifth
day of January, 2012*



Secretary of State



Authentication ID: 500216273235-010512-F10000004559

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

CLPEs (Private Sector) by Location
August 1, 2011

LAST	FIRST	INT	DEPARTMENT	CITY	STATE
Cassel, Jr.	Jimmy	R.	Cas Tech Fingerprint Services	Anchorage	AK
Coppejans	Mary Sue		Consultant	Mobile	AL
Cribbs	Chad	C.	Ideal Innovations, Inc.	Theodore	AL
Hilderbrand	Dwane	S.	Consultant	Scottsdale	AZ
Steinmetz	Anne	E.	Consultant	Peoria	AZ
Bruning, Jr.	Herbert	W.	BAE Systems	Mesa	AZ
Tavernaro	Robert	L.	Affiliated Fingerprint Consultants	Phoenix	AZ
DiMeo	Lisa		Arcana Forensic Services, Inc.	La Mesa	CA
Moses	Kenneth	R.	Consultant	San Francisco	CA
Burt	John	A.	Ideal Innovations, Inc.	San Francisco	CA
Murray	Carla	M.	Harding Security Associates, Inc.	Sacramento	CA
Eng	Kenneth	J.	BAE Systems	San Diego	CA
Cron	Daniel	W.	Retired	Modesto	CA
Castro	Diana	M.	Consultant	Whittier	CA
Busch	Brenda	A.	Consultant	San Bernardino	CA
Snyder	Roger	L.	Retired	Kerman	CA
Corson, Sr.	William	B.	Consultant	Alpine	CA
Dalrymple	Brian		Brian Dalrymple and Associates	Orillia, ON	Canada
Smith	Jeffrey	W.	Ideal Innovations, Inc.	Bailey	CO
Brown	Elzner	A.	Retired	Titusville	FL
Lazzaretto	John	P.	Consultant	Beverly Hills	FL
Brommelsick	Henry	W.	Consultant	Pinellas Park	FL
Black	John	P.	Ron Smith & Associates, Inc.	Largo	FL
Truszkowski	Gary	J.	BAE Systems	Lakeland	FL
Richards	Ronald	K.	Retired	Royal Palm Beach	FL
Durrett	Samuel	G.	Consultant	Pensacola	FL
Almeida	Ivan	M.	Retired	Miami	FL
Phillips	Jody	L.	ITG Inc.	Melbourne	FL
Jordahl	Michael	J.	Ron Smith & Associates, Inc.	Largo	FL
Charles	Nicola	M.	Harding Security Associates, Inc.	Winder	GA
Whritenour	Robert	D.	Consultant	Dallas	GA
D'Andria	David	A.	Harding Security Associates, Inc.	Braselton	GA
Schwarz	Matthew	T.	Schwarz Forensic Enterprises	Bettendorf	IA
Kauffman	Christopher	J.	Consultant	Keosauqua	IA
Evans	Tankard	G.	Retired	McHenry	IL
Washington	Booker		Retired	Crete	IL
Grieve	David	L.	Retired	Carterville	IL

CLPEs (Private Sector) by Location
August 1, 2011

LAST	FIRST	INT	DEPARTMENT	CITY	STATE
Schauer	Charles	A.	Ideal Innovations, Inc.	Elmwood	IL
Oatess	Richard	T.	Markle Bank	Markle	IN
Moran	Robert	D.	Retired	Lake Charles	LA
Rogers	Mark	A.	Consultant	Shreveport	LA
O'Hara	Brian	M.	Scientific Application International Corp.	West Newbury	MA
Shire	Richard	H.	Legal Impressions	Plympton	MA
Dore	Raymond	F.	Retired	LaPlata	MD
Edelen	Carol	A.	Retired	Bryantown	MD
Wilson	Benjamin	L.	Retired	Odenton	MD
Richardson	Charles	M.	Consultant	Hughesville	MD
Eaton	Geraldine	L.	Consultant	Owings Mills	MD
Wolz	William	L.	Consultant	Bellaine	MI
Smedberg	Roger	R.	Identification Consulting Services	Brooklyn Park	MN
Lock	Donald	L.	Consultant	Jefferson City	MO
Dearing	Alice	L.	Retired	Kansas City	MO
Byrd	Jon	S.	Ron Smith & Associates, Inc.	Collinsville	MS
Pressly	Jason	R.	JusticeTrax	Gulfport	MS
Smith	E. Ron		Ron Smith & Associates, Inc.	Collinsville	MS
McNeill	Heather	L.	Ron Smith & Associates, Inc.	Collinsville	MS
Winter	Kenneth	R.	Mississippi Chiefs of Police Association	Indianola	MS
White	Susan	C.	Retired	Nags Head	NC
Leonard	Johnny	L.	Certified Forensic Training Consultants	Garner	NC
Dew	Charles	B.	Ron Smith & Associates, Inc.	Wilmington	NC
Garrett	Robert	J.	IDMAN Forensics, LLC.	Metuchen	NJ
Scarborough	Steve	J.	Consultant	Las Vegas	NV
Schriever	Andrew		Target Forensic Services	Las Vegas	NV
Begley	Joseph	G.	Retired	Cooperstown	NY
Hagenlocher	Arthur	F.	Consultant	Glendale	NY
Fitzgerald	Kevin	E.	Consultant	Smithtown	NY
Mallen	David		Ideal Innovations, Inc.	Westerville	OH
Bivens	Paul	R.	Consultant	Grove City	OH
Baumgardner	Hoyt	Z.	Consultant	Brookville	OH
Ford	Graham	L.	Ideal Innovations, Inc.	Tulsa	OK
Brandon	Michael	B.	Consultant	Warrenton	OR
Scott	James	G.	Retired	Nancy-Glo	PA
Jarrell	Max	L.	Professional Fingerprint Services	Tullahoma	TN
Phillips	Kenneth	D.	Ideal Innovations, Inc.	Chattanooga	TN
Bohanan	Arthur	M.	Bohanan's Forensic, Inc.	New Market	TN

CLPEs (Private Sector) by Location

August 1, 2011

LAST	FIRST	INT	DEPARTMENT	CITY	STATE
McKinney	Oakley	W.	Retired	Mt. Juliet	TN
Ramroop	Stephen	P.	Consultant	Tunapuna	Trinidad and Tobago
Benningfield	Debbie	L.	Consultant	Hockley	TX
Reed	Roy	J.	Consultant	Lufkin	TX
Cron	James	G.	Consultant	Wylie	TX
Chamberlain	Paul		Forensic Science Service	London	UK
Gaskill, Jr.	James	H.	Consultant	Kaysville	UT
Illsley	Charles	P.	Consultant	Draper	UT
Willett, Jr.	Richard	C.	Consultant	Falls Church	VA
Fitzwater	Randall		Harding Security Associates, Inc.	Charlottesville	VA
McCloud	Vernon	D.	Consultant	Goldvein	VA
Phillips	Clarence	E.	Printrak International Inc.	Dumfries	VA
Craft	Jerry	E.	Harding Security Associates, Inc.	Charlottesville	VA
Burse III	Tom		BAE Systems	Rosslyn	VA
Grant	Robert	T.	Ideal Innovations, Inc.	Arlington	VA
Bouchard	Sharon	L.	Consultant	Norfolk	VA
Piazza	William	R.	Harding Security Associates, Inc.	Charlottesville	VA
Hart	John	G.	BAE Systems	King George	VA
Artone	Carmine	J.	Consultant	Front Royal	VA
Livengood	Rachelle	B.	Harding Security Associates, Inc.	Charlottesville	VA
Oliver	Elizabeth	A.	Ideal Innovations, Inc.	Arlington	VA
Greene	Stephen	D.	Harding Security Associates, Inc.	Charlottesville	VA
Mallory	Brian	T.	Harding Security Associates, Inc.	McLean	VA
Scerra	Joseph	R.	Retired	Centreville	VA
Smith	Kenneth	O.	Consultant	Broad Run	VA
Arkwright	Liam	J.	Ideal Innovations, Inc.	Arlington	VA
Curtit	Jean		Harding Security Associates, Inc.	Charlottesville	VA
Palermo, Jr.	Michael	T.	BAE Systems	King George	VA
Gentry	Christopher	D.	Harding Security Associates, Inc.	Charlottesville	VA
Scott	Kenneth	G.	Retired	Woodbridge	VA
Young	Robin	L.	Harding Security Associates, Inc.	Charlottesville	VA
Roberts	Lawrence	G.	Consultant	Newport News	VA
Petroka	Wade	K.	Harding Security Associates, Inc.	Charlottesville	VA



Ron Smith & Associates, Inc.

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Curriculum Vitae

Ron Smith, President
Ron Smith & Associates, Incorporated
Email: ron@ronsmithandassociates.com

PROFESSIONAL SPECIALITIES

Latent Print Examination / Forensic Management / Crime Scene Examination

Instructional Areas: Latent Print Examinations & Courtroom Testimony Techniques

WORK EXPERIENCE

July 1, 2002 - Present

President: Ron Smith & Associates, Inc.

Duties: Forensic consulting and technical training of forensic specialists and criminal investigators. Case consultations with prosecutors and defense attorneys. Provide full range of latent print related services to law enforcement agencies and the private sector. Review of expert witness testimony transcripts and provision of technical testimony training in both criminal and civil cases. Determine and implement company policies and supervise daily activities of full time and contractual employees and forensic specialists.

December 1987 - June 31, 2002

Mississippi Crime Laboratory
Position: Associate Director

Duties: Supervise daily forensic activities of a regional forensic laboratory. Served as senior latent print examiner and technical reviewer of latent print casework. Served as the primary expert witness testimony trainer for the Mississippi Crime Laboratory system. Served as the AFIS latent print coordinator for the State of Mississippi. Supervised crime scene examinations. Lectured at the state law enforcement academy.

January 1978 - November 1987

Mississippi Crime Laboratory
Position: Fingerprint Examiner III

Duties: Examined physical evidence for the presence or absence of latent prints and conducted comparisons with known inked prints. Provided expert witness testimony. Supervised the daily activities of all other latent print examiners within the Mississippi Crime Laboratory system. Collected physical evidence at crime scenes. Lectured at the state law enforcement academy.

May 1973 - December 1977

Alabama Bureau of Investigation
Position: Fingerprint Examiner

Duties: Examined physical evidence for the presence or absence of latent prints and conduct comparisons with known inked prints. Provided expert witness testimony. Supervised the daily activities of other latent print examiners. Collected physical evidence at crime scenes. Lectured at the state law enforcement academy.

June 1972 - May 1973

Federal Bureau of Investigation
Position: Fingerprint Technician

Duties: Classified, searched and filed criminal arrest fingerprint cards using modified Henry system of fingerprint classification.

EXPERIENCE AS EXPERT WITNESS

Qualified as an expert witness in county, state and federal courts in excess of 500 times in Mississippi, Alabama, Louisiana, Georgia, New Jersey, New Mexico, Maine, Michigan, Massachusetts, Oregon and South Carolina.

TEACHING EXPERIENCE

Designer and sole instructor of "Demystifying Palm Prints", an internationally recognized advanced palm print comparison seminar which has been taught in over forty states in the United States along with numerous other countries in North America, Europe, Africa and the Caribbean Islands.

Designer and sole instructor of "Courtroom Testimony Techniques—Success Instead of Survival", an internationally recognized testimony preparation seminar taught in excess of 100 times throughout the United States and Canada.

Invited to lecture at seventeen (19) annual educational conferences of the International Association for Identification since 1989.

Invited to lecture at over two hundred and sixty (270) state or regional educational conferences throughout the United States since 1989.

FORMAL EDUCATION

Earned a Bachelor's of Science Degree in Interdisciplinary Studies (Criminal Justice and Management) from Mississippi State University.

PROFESSIONAL AFFILIATIONS

International Association for Identification:

Positions Held: Chairman of Fingerprint Identification Committee (2 years)
 Chairman of Standardization Review II Committee (2 years)
 Member of Resolution, Membership and Safety Committees
 Regional Vice-President (6 years)
 Member of Latent Print Examiner Certification Board (6 years)
 Member of IAI Board of Directors (7 years)

Mississippi Division of International Association for Identification:

Positions held: Charter Member
 Secretary / Treasurer
 Vice-President (Two Terms)
 President (Two Terms)
 Chairman, Board of Directors (Two Terms)
 Regional Representative

PROFESSIONAL CERTIFICATIONS

Diplomate of the International Association for Identification as a Certified Latent Print Examiner.

Diplomate of the International Association for Identification as a Certified Senior Crime Scene Analyst.

AWARDS

Recipient of the "John A. Dondero Memorial Award" presented by the International Association for Identification at their Annual Educational Conference in Miami, Florida in July 2001. This is the highest award available from the I.A.I. for a professional working within the forensic identification field.

Recipient of the "Dedication to Service" award presented by the International Association for Identification at their Annual Educational Conference in Dallas, Texas in August 2005.

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Curriculum Vitae Jon S. Byrd

Professional Specialties

Latent Print Examination / Footwear/Tire Track Examination / Crime Scene Examination

Experience

- 2010 – Present Director of Laboratory Services / QA/QC Manager
Ron Smith and Associates, Inc., Collinsville, MS
- 2007 – 2010 Director of Forensic Laboratory
Bureau of Forensic Services, Hattiesburg, MS
- 2003 – 2007 Criminalist II, Lead Agent
Colorado Bureau of Investigation, Montrose, CO
- 1997 – 2003 Forensic Scientist III
Mississippi Crime Laboratory, Jackson, MS
- 1989 – 1998 United States Marine Corps, Headquarters Platoon Sergeant
Honorable Discharge (E-6) in 1998

Education

- 2008 – 2010 M.S., Forensic Science, University of Southern Mississippi
- 1989 – 1993 B.S., Criminal Justice, University of Southern Mississippi
- 1986 – 1989 Hinds Community College, Raymond, MS

Combined Training

- IAI Annual Training, 480 hrs
- Latent Fingerprint Training, 278 hrs
- Crime Scene Examination and Reconstruction Training, 224 hrs
- Footwear / Tire Track Evidence Training, 172 hrs
- Latent Print and Footwear Processing Techniques, 126.5 hrs
- Forensics Computer Training, 64 hrs
- Firearms Training Course, 52 hrs
- Forensic Photography, 48 hrs
- Instructor Certification Training, 24 hrs
- Forgery Investigation, 6 hrs

Courtroom Experience

Qualified as an expert witness in County, State and Federal court

Professional Affiliations

International Association for Identification, Parent Body (IAI)
International Association for Identification, Mississippi Division (MDIAI)
International Association for Identification, Rocky Mountain Division (RMDIAI)
Canadian Identification Society, (CIS)

Other Qualifications

Certified Latent Print Examiner, International Association for Identification
Certified Footwear Examiner, International Association for Identification
Certified Instructor, State of Mississippi

Awards

President's List, University of Southern Mississippi, 1992, 2007, 2008, 2009, and 2010
Dean's List, University of Southern Mississippi, 1990, 1992, 1993
Meritorious Mast, United States Marine Corps, 1992
Certificate of Commendation, United States Marine Corps, 1994, 1996
Award of Excellence, Colorado Bureau of Investigation, 2005
Distinguished Member Status, International Association for Identification, 2007

Publications

"Form Blindness," May/June 2003, Journal of Forensic Identification
"Confirmation Bias, Ethics, and Mistakes in Forensics," July/August 2006, Journal of Forensic Identification
"Confirmation Bias, Ethics, and Mistakes in Forensics," Forensic Pathways.com, Located in Tamworth, England
"Screening Potential Latent Fingerprint Examiner Trainees: The Viability of Form Blind Testing," July /August 2010, Journal of Forensic Identification

Presentations

International Association for Identification, Little Rock, AR – Poster Presentation on "Form Blindness" 1998
International Association for Identification, Las Vegas, NV – Lecture on "Form Blindness" 2002
International Association for Identification, Las Vegas, NV – Lecture on "Scientific Latent Print Examiner Testimony on Daubert and Plaza Issues" 2002
International Association for Identification, St. Louis, MO – Lecture on "How to utilize your Faculty within your Degree Program" 2004
International Association for Identification, Dallas, TX – Lecture on "Confirmation Bias: Do You Have It?" 2005
International Association for Identification, Boston, MA – Lecture on "Confirmation Bias, Ethics and Mistakes in Forensics" 2006
International Association for Identification, Boston, MA – Lecture on "Form Blindness – the final results" 2006
International Association for Identification, Boston, MA – Lecture on "Basic Crime Scene Processing" 2006
International Association for Identification, San Diego, CA – Lecture on "Confirmation Bias, Ethics and Mistakes in Forensics" 2007
International Forensic Science Academy, Hattiesburg, MS – Lecture on "Footwear and Tire Tracks – from Crime Scene to the Courtroom" 2008, 2009
International Forensic Science Academy, Hattiesburg, MS – Lecture on "Report Writing" 2008, 2009, 2010
International Forensic Science Academy, Hattiesburg, MS – Lecture on "Cad Zone – Crime Scene Diagrams in 3D" 2008, 2009, 2010
Illinois division of IAI, Springfield, IL – Lecture on "Form Blindness" 2003
Texas Division of IAI, Galveston, TX – Lecture on "Form Blindness" 2003
New York State Police, Albany, NY – Lecture on "Confirmation Bias, Ethics and Mistakes in Forensics" 2011

Presentations, continued

- Chesapeake Bay Division of IAI, Ocean City, MD – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2010
- United States Army Criminal Investigation Laboratory, Fort Gillem, GA – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2006
- United States Army Latent Print Training Academy, Meridian, MS – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2011
- United States Army Latent Print Training Academy, Meridian, MS – Lecture on “Complex Latent Print Examination” 2011
- United States Army Latent Print Training Academy, Meridian, MS – Lecture on “Comparison Training” 2010
- Harris County Institute of Forensic Science, Houston, TX – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2010
- Los Angeles Sheriff’s Department, CA – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2008, 2009, and 2010
- New York State Police, NY – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2011
- King County Sheriff’s Department, WA – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2009
- American Society of Crime Lab Directors, UT – Lecture on “Confirmation Bias, Ethics and Mistakes in Forensics” 2008
- Colorado Bureau of Investigation, Denver, CO – “Confirmation Bias, Ethics and Mistakes in Forensics” 2006
- Colorado Bureau of Investigation, Delta, CO – “Latent Print and Footwear/Tire Track processing and collection” 2004, 2005, 2006
- Colorado Bureau of Investigation, Denver, CO – “Adobe Photoshop Techniques” 2005
- Mississippi Attorney General and District Attorney’s Conference, Biloxi, MS – “Avoiding Mistakes at the Crime Scene” 2010
- Southern Association of Forensic Scientists (SAFS) Atlanta, GA – “Confirmation Bias, Ethics and Mistakes in Forensics,” 2007
- Southern Association of Forensic Scientists (SAFS) Biloxi, MS – Advanced Latent Print Processing Techniques,” 2002
- Mississippi division of IAI, Tupelo, MS – Lecture on the “Alternate Light Source (ALS)” 2003
- Mississippi division of IAI, Hattiesburg, MS – Lecture on “Crime Scene Management” 2007
- Mississippi Law Enforcement Officers Training Academy, Pearl, MS – “Advanced Latent Print Processing Techniques,” 1999, 2000, 2001, 2002, and 2003
- Mississippi Law enforcement Officers Training Academy, Pearl, MS – “Automated Fingerprint Identification System,” 2001 and 2002
- Mississippi Law Enforcement Officers Training Academy, Pearl, MS – “Basic Latent Print Processing” 1999, 2000, 2001, 2002, 2003
- Mississippi Law Enforcement Officers Training Academy, Pearl, MS – “Latent Print Comparison” 2003
- University of Southern Mississippi, Hattiesburg, MS – “Basic Latent Print Comparison” 2002, 2003
- University of Southern Mississippi, Hattiesburg, MS – “Introduction to Forensic Science” 2000, 2001, 2002, 2003
- University of Southern Mississippi, Hattiesburg, MS – “Blood Stain Pattern Analysis” 2005, 2006
- University of Southern Mississippi, Hattiesburg, MS – “Latent Print Development and Enhancement” 2005
- University of Southern Mississippi, Hattiesburg, MS – “Footwear, the missed Evidence” 2005

Special Committees Appointed to

- International Association for Identification: Personnel Review Board, Review of a case involving differing opinions, 2007
- International Association for Identification: Y7 Committee, Review of the Shirley McKie case involving differing opinions, 2008
- International Association for Identification: Latent Print Standardization III Committee, 2009/2010

Organizational Positions Held

Latent Print Identification Subcommittee, Chair – International Association for Identification (IAI) (2007 - 2011)

Footwear Certification Board, member – International Association for Identification (IAI) (Term 2008 - 2012)

Latent Print Identification Subcommittee (temporary resolutions group) – International Association for Identification (IAI) (2002)

Safety Committee, Chair – International Association for Identification (IAI) (2000-2002)

Board of Directors - Mississippi Division of the IAI (2003, 2010 and 2011)

Crime Scene Certification Committee – Mississippi Division of the IAI (2009 - 2010)

Vendors Committee, Chair - Mississippi Division of the IAI (2002)

Resolutions Committee, Chair - Mississippi Division of the IAI (2001)

Resolutions Committee, member – Mississippi Division of the IAI (2011)

Publications Review Committee, Chair - Mississippi Division of the IAI (2001)

Latent Print Technical Working Group, representative for the Montrose Regional Laboratory, Colorado Bureau of Investigation

Footwear / Tire track Technical Working Group, representative for the Montrose Regional Laboratory, Colorado Bureau of Investigation

Crime Scene Technical Working Group, representative for the Montrose Regional Laboratory, Colorado Bureau of Investigation

American Society of Crime Lab Directors (ASCLD) audit committee, Mississippi Crime Laboratory

LIMS Administrator, Montrose Regional Laboratory, Colorado Bureau of Investigation

Manuals written

Safety Manual, International Association for Identification, 2002

Safety Manual, Ron Smith and Associates, Inc., 2011

Physical Evidence Handbook, Colorado Bureau of Investigation, 2005

Latent Print Analyst Training Manual, Colorado Bureau of Investigation, 2006

Latent Print Analyst Training Manual, Ron Smith and Associates, Inc., 2011

Footwear/Tire Track Analyst Training Manual, Colorado Bureau of Investigation, 2006

Footwear/Tire Track Analyst Training Manual, Ron Smith and Associates, Inc., 2011

Physical Evidence Handbook, Bureau of Forensic Services, 2008

Latent Print Standard Operating Procedure, Bureau of Forensic Services, 2008

Latent Print Standard Operating Procedure, Ron Smith and Associates, Inc., 2011

Footwear/Tire Track Standard Operating Procedure, Bureau of Forensic Services, 2008

Footwear/Tire Track Standard Operating Procedure, Ron Smith and Associates, Inc., 2011

Evidence Reception, Standard Operating Procedure, Bureau of Forensic Services, 2008

Crime Scene, Standard Operating Procedure, Bureau of Forensic Services, 2008

Last Updated 09/01/11

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, hourly rate for all services identified in this request for proposal. This firm fixed rate shall be all inclusive, encompassing any and all costs to complete tasks, including all travel related expenses. No other costs will be accepted.

Contract is for 240 total hours. The 240 hours are to be distributed among three (3) Examiners working ten (10) hour days for eight (8) total days.

TOTAL COST PER HOUR \$ \$165 x 240 Hours = \$ \$39,600