Miami-Dade County Board of County Commissioners

Office of the Commission Auditor

Supplemental
Legislative Analysis

<u>Board of County Commissioners</u>

March 2, 2010
9:30 AM
Commission Chamber

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Miami-Dade County Board of County Commissioners
Office of the Commission Auditor

Board of County Commissioners
Meeting Agenda

Supplemental
Legislative Analysis

March 2, 2010

Items

5(C), 7(F), 7(G)
8(O)1(A)
8(O)1(C)
8(O)1(F)
8(O)1(G)
8(O)1(H)
8(O)1(J)
11(A)34

If you require further analysis of these or any other agenda items, please contact Guillermo Cuadra, Esq., Chief Legislative Analyst, at (305) 375-5469.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**5(C), 7(F) and 7(G)**
File Number:	**100439, 100448 and 100447**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**March 1, 2010**
Type of Items:	**Mobile Home Parks**

Summary

The following items pertain to the temporary building moratorium for properties being utilized as mobile home parks and the establishment of Villa Development District regulations and protection regulations for unit and park owners:

Item No. 5(C)

This resolution determines whether or not the temporary moratorium should be dissolved. The dissolving of the moratorium is contingent upon the approval of an exit plan as provided by Item Nos. 7(F) and 7(G).

Item No. 7(F)

This ordinance establishes regulatory criteria for protecting mobile home park unit owners and mobile home park owners through the creation of §33-1(70.1), §33-169.1, §33-169.2, §33-172.1, and §33-310.2; and the amendment of §33-166, §33-169, §33-171, §33-172, §33-191, §33-311 and §33-314 of the Miami-Dade County Code (Code).

Item No. 7(G)

This ordinance establishes Article X1A of the Code, Villa Development District Regulations.

At the February 9, 2010, Budget, Planning, and Sustainability Committee meeting, **Item No. 7(F)** was amended to require the following:

- Development permit applications in existing mobile home parks are subject to the same administrative review process as other zoning applications;
- A two (2) year look back provision to address mobile home parks that were closed prior to seeking zoning action or a development permit;
- **Forwarding this item to the Florida Department of Community Affairs for their review prior to final BCC approval;** and

- The correction of scrivener's errors.

In addition at the February 9, 2010, Budget, Planning, and Sustainability Committee meeting, **Item No. 7(G)** was amended to delete, a detached single family residence, from the definition of dwelling unit in §33-163; therefore, defining a dwelling unit as a mobile or manufactured home.

Background and Relevant Legislation

LEGISLATIVE HISTORY OF MOBILE HOME PARKS MORITORIUM
Resolution No. 1161-07 adopted October 16, 2007
Temporary moratorium imposed for 120 days. This resolution ordered a building moratorium for properties utilized as mobile home parks and directing the County Manager or his designee to do the following: (1) submit a report on the appropriateness of existing zoning districts and regulations, and (2) to recommend strategies to mitigate impacts of redevelopment. This legislation was proffered following the potential close of mobile home parks and proposals to redevelop those sites by the property owners. Florida statutes pre-empt the County's jurisdiction over control of landlord and tenant laws; therefore, the Board could only place a moratorium on building permits and not on the eviction of tenants. The moratorium allowed staff to review strategies and alternatives to provide housing for displaced residents and the moratorium prevented the issuance of building permits and temporarily halted the eviction of residents or the closure of 40 mobile home parks with an estimated total of 8,000 units. At this BCC meeting several Commissioners voiced concern regarding the relocation, moving costs of evicted mobile home residents, compensation for trailers and affordability of replacement housing.
Resolution No. 167-08 adopted February 19, 2008
Extended moratorium for an additional 90 days. On this date, the County Manager's Report was presented to the Board. This report included recommendations to advocate for the following changes through the State Legislation package: • Reauthorize and lift the cap on Sadowski Housing Trust Fund; • Reassess the amount of reimbursement currently available to displaced residents for relocation from the State Relocation Trust Fund and allow for adjustments to reflect current market conditions; • Extend the time beyond 45 days that is currently allowed for First Right of Refusal by HOA when a park is for sale; and • Allow for longer notice period for eviction in case of sale of the property.

This resolution included an attachment which provided update of the County's 2009 State Legislative Package. At the state level, several bills were introduced but ultimately they failed to be adopted.
Resolution No. 567-08 adopted May 6, 2008
Extended moratorium for an additional 180 days. On this date, the Board expounded on its directives, considering additional implementation strategies including the following: • **Purchase of Mobile Home Parks in Miami-Dade County** The Board expressed interest in the voluntary sale/purchase and ownership of mobile home parks to make sure that an adequate supply of mobile homes are maintained in the County. • **Voluntary Restriction to Limit Use for Assessed Valuation** This would impose a voluntary restrictive covenant limiting the use of the property to a Mobile Home Park use for a period of 20 years in return for property tax assessment based primarily on restricted current use. • **Development of Off-Site Alternatives** The General Services Administration Department has initiated a pilot project to use several County owned single-family infill lots to be used to construct affordable housing using prefabricated homes. • **Resident Owned Communities** Staff is also recommending utilizing a non-profit organization called ROC USA; the organization provides loans to help homeowner groups purchase their manufactured home communities (Source: Organization Website www.rocusa.org). • **Housing Assistance Grant and Amnesty Program Funding** This program is intended to provide necessary assistance with capital improvements to park owners and residents in order to assist in upgrading existing conditions.
Resolution No. 1115-08 adopted October 21, 2008
Extended moratorium for an additional 120 days. On this date, the Board directed the County Manager to continue reviewing zoning options for mobile home parks.
Resolution No. 144A-09 adopted February 17, 2009
Extended moratorium until June 2, 2009. On this date, the Board requested an update report on the Mobile Home Zoning District, the Villa Development Zoning District, the Comprehensive Development Master Plan Amendment and the State Legislative Coordination. These concerns are all addressed in attachments and supplement items for this resolution.
Resolution No. 647-09 adopted June 2, 2009
Extended moratorium for five (5) months. On this date, the Board requested an analysis of potential land use/rezoning of the mobile home sites.
Resolution No. 1230-09 adopted November 3, 2009

Extended moratorium for an additional 120 days.

On this date, the Board directed the Mayor or his designee to implement appropriate recommendations contained in the November 3, 2009 report.

The following mobile home park sites were released from the temporary moratorium:

- No. 28 – Tract 3, Lil Abner Mobile Home Park in District 12;
- No. 10, Colonial Acres Mobile Home Park in District2, with the acceptance of a proffered covenant;
- No. 14, Tradewinds Trailer Park in District 2, with the acceptance of a proffered covenant,
- No. 3, Landmark Plaza and Trailer in District 4;
- No. 5, Coe's Trailer Court in District 4; and
- No. 8, Palm Trailer Park in District 4.

Policy Change and Implication

Item nos. 7F and 7G incorporates within several sections of the Code the specific regulation of Chapter 723, Florida Statutes, mandating that no government agency will approve any application for rezoning, or take any other development action which results in the removal and/or relocation of mobile home owners residing in a mobile home park without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners**; thereby allowing the County to lift the temporary building moratorium (Item no. 5C), and apply the following changes to the Code:**

- Requires an annual certificate of use;
- Defines the scope of the certificate of use inspection;
- Specifies the requirements for existing mobile home park in submitting an application for a development action or order;
- Reduces the acreage requirement for a mobile home park to five (5) acres;
- Allows mobile home or manufactured homes up to two stories in height;
- Provides for appeal provisions; and
- Establishes the Villa Development District, providing specific regulations and the requirements.

Prepared by: Elizabeth N. Owens

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8(O)1(A) and 8(O)1(H)**
File Number:	**100111 and 100231**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**February 25, 2010**
Type of Item:	**Resolution**

Summary
Items 8(O)1(A) and 8(O)1(H) cover banking services and credit card processing costs for Miami-Dade County.

Item 8(O)1(A) approves three (3) contracts between City National Bank (two contracts) and TD Bank, N.A. (one contract) for banking services to the Clerk of the Courts with an allocation request of **$3,155,000** from revenue generating funds; and 8(O)1(H) approves one (1) contract to Wachovia National Association for general operating banking services to the County with an allocation request of **$13,300,000** from interest earning credits to the County.

Term: The County's Evaluation/Selection Committee[1] selected City National Bank (Sub-Group B1 and Sub-Group B3) and TD Bank, N.A. (Sub-Group B2) to handle the Clerk of the Courts; and Wachovia National Association (*Group A)* for **five (5) years with five, one-year (1) options to renew on a year-to-year basis. The County reserves the right to exercise it's option to extend this Contract for up to one-hundred-eighty (180) calendar days beyond the current Contract period. The Contract may be extended beyond the initial 180 calendar day extension.**

For Sub-Group B3, Bank of America, N.A. (BOA) was recommended for negotiations since the three (3) highest ranked firms mentioned above were already recommended for higher priority account groups/sub-groups. The negotiations with BOA reached an impasse, and negotiations were terminated.

Question: Why wasn't SunTrust Bank selected, being the next banking institution with a score of 487, under Sub-Group B3, if City National Bank had been selected twice under Sub-Group B1 and Sub-Group B3(Clerk's Account)?

[1]The County Manager established the Selection Committee on May 8, 2007 (See hwpg 144, Item 8O1H)

Questions

1. What savings are realized from the current contracts, if any, under the replacement contracts?
2. Why weren't the other firms' per unit price comparative table included in the supporting documentation? (See Item 8O1H hwpg 79-84)
3. Which other government entities similar to Miami-Dade County do Wachovia Bank, City National Bank, and TD Bank provide banking services to?

Background and Relevant Information

On May 8, 2007, a memorandum from the County Manager to the Selection Committee members indicated that committee members would meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. RFP No. 8270 was approved for advertisement on June 26, 2007. According to the County's Bid Tracking System database, the solicitation was posted online on November 30, 2007. The Solicitation bid open date was on February 14, 2008. On August 6, 2008, the proposers mentioned above recommended for negotiations were approved and the negotiation process began.

Question: Why was the procurement process delayed two (2) years?

Contract Highlights

- Wachovia's parent company, Wachovia Corporation, merged with Wells Fargo & Company, with the surviving entity being Wells Fargo and Company. Wachovia and the County further acknowledge that Wachovia Bank, N.A. will merge with and into Wells Fargo Bank, N.A. on March 20, 2010.
    - **Question**: Wachovia is a qualified Public Depository under State law. Did Wachovia show the Selection Committee that they have the required amount of pledged collateral on deposit with the State of Florida to back the local government deposits on records in the event of failure?
    - **Question:** Is Wells Fargo & Company a qualified Public Depositor[2] under State law?

- **According to the qualification requirements on hwpg 32 (Appendix A) in Item 8O1H, Wachovia must have its headquarters or a regional office located within the territorial boundaries of Miami-Dade, County.**

    - **Question:** When does Wachovia Bank anticipate conforming to this requirement?

- Both items include Article 37 (Bankruptcy) which indicated that the County reserves the right to terminate these contracts, if during the term of any contract, Wachovia, City National Bank, and TD Bank becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in reorganization, dissolution, or liquidation proceeding.

- Both items mention that the County will not directly compensate the Contractor for any work and services performed under these Contracts, including all costs associated with such work and services will be compensated with earnings credits earned by the accounts. The accounts will receive earnings credit on balances existing in the account.

[2] See Florida Statutes **CHAPTER 280** SECURITY FOR PUBLIC DEPOSITS

- However, under the Wachovia Contract, specifically, Article 7 mentions that the County will not have any obligation to the Contractor any sum except for a change/or modification to the Contract, or upon the following event: *The County's* ***analysis credits*** *earned do not fully compensate the Contractor for cumulative cost of services, upon termination or expiration of the Contract.*

Question*:* Why aren't the above mentioned provisions included in the Clerk's Account contract?

Previous Arrangements with Wachovia, N.A.
On July 1, 2009, the County and Wachovia, N.A. entered into a Reimbursement and Security Agreement, which included a Letter of Credit[3] with the following terms and conditions: In agreeing to provide the Letter of Credit, Wachovia requested the County pay administrative fees, including Letter of Credit fees; and t**he County must:**

> **Maintain its primary depository and operating accounts and treasury services with Wachovia. Should the County discontinue its principal depository and treasury services relationship with Wachovia, review and change of the Facility Fee[4] may be required by the Bank.[5]**

This arrangement may bind the County to Wachovia as their primary bank for the meantime.

The Letter of Credit covers $100,000,000 in variable rate bonds for the Florida Marlins stadium with an expiration date of July 14, 2011.

Legislative History
On July 10, 2001, the Board of County Commissioners (BCC), through Resolution 797-01, authorized the County Manager to execute an agreement with Frist Union National Bank to provide banking services and with Sun Trust Bank.

Comments
The County's current contract for banking services is nearing its termination date. The Administration is now requesting that the BCC approve replacement contracts with Wachovia, City National Bank, and TD Bank for Five years with five, one-year (1) options to renew on a year-to-year basis. The banking industry is currently affected by mergers and acquisitions as a result of the financial crisis associated with sub-prime mortgage loans and the downturn in the housing market. *Given the unusual circumstances that have impacted much of the financial sector, including the banking industry, the City of Hollywood, Florida believes it is better to seek competitive proposals once the economy has calmed and financial sector conditions have stabilized.*[6]

Prepared by: Michael Amador-Gil

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[3] The Series 2009 Professional Sports Tax Bonds were authorized by Resolution 339-09.
[4] A non-refundable fee equal to (i) the daily average of the stated amount during the period since the preceding payment date multiplied by (ii) the fee percentage multiplied by (iii) the number of actual days from the preceding payment date divided by 360.
[5] Reimbursement and Security Agreement dated July 1, 2009, page11.
[6] See City of Hollywood, Florida, December 3, 2008, Regular City Commission Meeting, Item No. 11.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8(O)1(C)**
File Number:	**100183**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**February 26, 2010**
Type of Item:	**Procurement Package for Bid Waivers**

Summary
This resolution waives formal bid procedures for specified purchases, authorizing the County Mayor or his designee to award such contracts, with authority to exercise subsequent options-to-renew (OTR). This Bid Waiver Package includes three (3) contracts.

Background and Relevant Legislation
Pursuant to § 2-8.1 of the Miami-Dade County Code and § 5.03(D) of the Home Rule Charter, the Board of County Commissioner's (BCC) approval is required to award these contracts.

Policy Change and Implication / Budgetary Impact

- **One (1) Emergency Purchase:**

<u>Item 3.1 – Temporary Nursing Personnel</u>
This item ratifies an emergency purchase for Temporary Nursing Personnel contract. This emergency contract was awarded on November 6, 2009, to provide continuity of services from November 6, 2009 to March 31, 2010, due to the termination of one of the previously awarded vendors, AMS-A Personnel Management Service, Inc., for failure to comply with the Living Wage Ordinance.

This agenda includes an award proposal for a new contract for Temporary Nursing Personnel (see Agenda Item No. 8O1F, Item 1.2).

- **One (1) Non-Competitive Contract Modification:**

<u>Item No. 4.1 – Breeze Hoists Overhaul, Parts and Repair</u>
This item requests additional spending authority to modify this contract to purchase parts, repair and overhaul services for Breeze-Eastern hoists installed in air rescue helicopters for the Miami-Dade Fire Rescue Department (MDFR). According to the County Manager's memo, overhauling the hoists will increase the usable lift of equipment by ten years and is the most cost effective solution.

In addition, this item authorizes the County Mayor or his designee to exercise the first of three (3) OTR periods. Based on no changes in the scope of the contract, the value of the first OTR period is assumed to be $100,000.

Questions / Comments

Will this request for additional spending authority impact the OTR value and/or scope of the contract?

- Existing Allocation $100,000
- Additional Spending Authority $110,000
- 1st OTR Period $100,000

Total Amount **$310,000**

Item No.	Contract Title and Modification Reason	Initial Contract Term & Amount	Increased Allocation	Amount of OTR	Record of Vendors' Performance
4.1	Breeze Hoists Overhaul, Parts and Repair	$100,0000/ 1 yr.	$110,000 Term remains unchanged.	1st - $100,000 Each OTR period is for a one-year term.	There are no compliance / performance issues reported for Breeze-Eastern Corp.

- **One (1) Confirmation (unauthorized) Purchases:**

Item No. 5.1 – Aerial Spraying for Mosquito Control

This item ratifies the unauthorized purchase of $125,311.31 in aerial spraying for mosquito control services for the Public Works Department (PWD).

Questions / Comments:

At the end of FY 2008-09, PWD had an account balance of $131,528 for mosquito control. If this purchase was handled as an accounts payable, PWD could have placed an estimated value for this purchase in the FAMIS system, thereby securing enough funds to cover this purchase order once the invoices were received. An accounts payable process would also avoid depleting the current fiscal year funds. The decrease of FY 2009-10 mosquito control funds from $160,000 to $35,000 puts at risk the County's ability to handle aerial spraying if it becomes necessary prior to the end of the fiscal year. In addition, this avoids the PWD having to make adjustments in other line item expenses to ensure compliance with budget expenditure authority.

Prepared by: Elizabeth N. Owens

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: **100193**

File Number: **8(O)1(F)**

Committee(s) of Reference: **Board of County Commissioners**

Date of Analysis: **February 25, 2010**

Type of Item: **Competitive Contract Package**

Summary

This Competitive Contracts Package includes a total of seven (7) procurement actions.

Policy Change and Implication / Budgetary Impact

- **Three (3) Competitive Contracts:**

Item 1.1 – Hoses, Nozzles, Couplings and Related Items (Pre-qualification)
This contract is to purchase hoses, nozzles, couplings and related items for several County departments. The cumulative contract total, including the subsequent options to renew (OTR) period is $2,114,000.

Questions / Comments
The previous contract did not stay within the original allocated amount. As displayed on the chart below, the current value of the previous contract is contract is $31,667 more than what was initially requested under the previous contract allocation.

Department(s)	Previous Contract Allocation	Current Value – Blanket Purchase Order	Proposed Allocation Request
Aviation	$7,000	$ 8,167	$15,000
Corrections and Rehabilitation	$2,000	$ 2,333	$12,000
Park and Recreation	$1,500	$ 1,750	$10,000
Public Works	$8,000	$ 9,333	$37,000
Seaport	$1,500	$ 1,750	$8,000
Solid Waste Management	$20,000	$ 23,333	$100,000
Water and Sewer	$150,000	$ 175,000	$875,000
Total :	**$190,000**	**$221,667**	**$1,057,000**

This contract is $21,400 more per year than the previous contract (see below), possibly taking into account that the previous contract did not stay within the original allocated amount.

Item No.	Contract Term & Amount	Amount per year	Previous Contract Term & Amount	Previous Contract Amount per year
1.1	$1,057,000 for 5 years with 1, five-year OTR.	$211,400	$190,000 for 1 year.	$190,000

<u>Item 1.2 – Temporary Health Professional Services</u>
This contract is to establish temporary health professional services for the Miami-Dade Public Housing Agency and the Department of Human Services. The cumulative contract total, including subsequent OTRs is $7,607,500.

Questions / Comments *(information provided by the Department of Procurement Management (DPM))*
Temporary Health Service providers are comparable to temporary employment staffing agencies. These agencies specialize in placing health professionals in short or long-term assignments for hospitals, health care facilities, assisted living facilities and other places where a need for medical services has been identified.

<u>Previous Contracts</u>
The proposed contract combines 4 contracts.

- Contract No. EPP5358-4/10-3
  - Term: 2/1/2009 to 1/31/2010
  - Amount: $726,000
  - The final OTR was exercised (term - 2/1/2010 to 1/31/2011). This contract will be terminated by the award of the proposed contract.
- Contract No. E9041-1/10
  - Term: 5/4/2009 to 6/3/2009
  - Amount: $99,900
- Contract No. IQ9033-1/10
  - Term: 6/4/2009 to 11/5/2009
  - Amount: $250,000
- Contract No. E9204-0/10
  - Term: 11/6/2009 to 3/31/2010
  - Amount: $500,000

AMS-A Personnel Management Service, Inc., the awarded vendor for the majority of nursing personnel services on the previous contract, was terminated for failure to comply with the Living Wage Ordinance. This agenda includes ratification of an emergency purchase for Temporary Nursing Personnel (Agenda Item No. 8O1C, Item 3.1) that provided continuity of services from November 6, 2009 to March 31, 2010.

The Office of Commission Auditor conducted research to see if these services could be provided by Jackson Memorial Hospital (JMH). Our findings are that this would not be feasible since JMH contracts with nine (9) outside agencies to supply temporary health professionals for JMH.

This contract is $54,400 less per year than the combined value of the previous contracts per year (see below.

Item No.	Contract Term & Amount	Amount per year	Previous Contract Term & Amount	Previous Contract Amount per year
1.2	$3,043,000 for 2 years with 3, one-year OTRs.	$1,521,500	$1,575,900 (combined value for one year)	$1,575,900

<u>Item 1.3 – Polymeric Flocculants</u>
This item provides for the purchase and delivery of polymeric flocculants for the Miami-Dade Water and Sewer Department. The cumulative contract total is $10,000,000. The request does not include any subsequent OTRs.

Questions / Comments
This contract is $279,760 per year more than the previous contract (see below).

Item No.	Contract Term & Amount	Amount per year	Previous Contract Term & Amount	Previous Contract Amount per year
1.3	$10,000,000 for 5 years.	$2,000,000	$2,580,360 for 18 months.	$1,720,240

- **Two (2) Rejected Bids**

<u>Item 2.1 – Aquatic Weed Harvester Boats</u>
This item rejects all bids for a solicitation to purchase aquatic weed harvester boats.

<u>Item 2.2 – Electronic Contact Management Solution of Customizable Workflow Capability</u>
This item rejects all bids for a solicitation to purchase software maintenance and support services.

- **Two (2) Contract Modifications:**

Item No.	Contract Title and Modification Reason	Initial Contract Term & Amount	Modified / Extended Term	Increased Allocation	Record of Vendors' Performance
3.1	**Rental Trailers/Trucks/Vans (Pre-qualification)**	$762,000 for 5 years.	No change.	$1,800,000	There are no compliance / performance issues reported for Tropical

	Reason: Additional spending authority for the Elections Department to rent trucks and vans needed for election operations. ***However, the department's current balance for special service vehicles is $174,634, which is less than the $1.8 million requested in this modification.*** **See below for modification history of this contract.*				Trailer Leasing LLC, Budget Truck Rental LLC, Ryder Truck Rental Inc., and Enterprise Leasing Co.
3.2	**Elevator Maintenance Services** Reason: Additional time and spending authority for elevator maintenance services for various County departments. This will extend the contract allowing continuity of services while DPM to completes the successor contract. **See below for modification history of this contract.*	$2,446,000 for 2 years.	3 months.	$307,000.	There is no compliance / performance Issues reported for Thyssenkrupp Elevator Corporation.

Item 3.1 - Rental Trailers / Trucks / Vans (Pre-qualification)
This contract has been modified three times.

MODIFICATION HISTORY				
DPM Approved Amount	**BCC Approved Amount**	**Approved Date**	**BCC Item No.**	**Reso. No.**
$25,000	$0.00	02/21/2008	n/a	n/a
$175,000	$0.00	03/04/2009	n/a	n/a
$65,000	$0.00	07/23/2009	n/a	n/a
$265,000	**$0.00**			

Item 3.2 Elevator Maintenance Services

This contract has been modified three times.

MODIFICATION HISTORY						
Amount	**DPM Approved Date**	**BCC Approved Date**	**Extended To**	**For Months**	**BCC Item**	**Resolution No.**
$305,750	12/31/2008		06/30/2009	3		
$305,750	03/02/2009		09/30/2009	3		
$611,500		07/02/2009	03/31/2010	6	8O1D (091840)	920-09
$1,223,000						

Prepared by: Elizabeth N. Owens

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 8(0)1(G)

File Number: 100227

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: February 26, 2010

Type of Item: RFP 665- Award to Grant Street Group

Summary
This resolution approves the award for a Tax Collection, Management and Revenue Distribution Solution for the Miami-Dade Tax Collector's Office to Grant Street Group, Inc. (GSG) in the amount of $8,843,000 for the initial contract term of five (5) years. However, if the County exercises the three, five-year options to renew, the total contract value will be $27,255,686.

- Is this part of the approved budget?

A Request for Proposals was issued on January 23, 2009, under full and open competition to obtain a Tax Collection Management and Revenue Distribution Solution for the Tax Collector's Office.

- Is this an emergency or can this wait?
- Are the needs of Tax Collector's office the same as they were when this RFP went out?

Currently, Enterprise Technology Services Department (ETSD) manages the current automated tax system which is a custom built, mainframe-based Integrated Database Management System. The new solution proposed by GSG, TaxSys, will provide the Miami-Dade Tax Collector with a state of the art, hosted, web-based application for tax collection, management and revenue distribution.

GSG will be responsible for installing, running and maintaining the TaxSys System throughout the term of the agreement at fixed pricing. The County will pay for the initial implementation services and be licensed to utilize the System. The recurring fees paid on an annual basis are for all support and services including but not limited to system hosting, upgrades, enhancements, training, off-hour support, maintenance and integration.

- What is the cost savings of implementing this software to the County?
- What happens after the term of the agreement?
- GSG's website states they offer 24/7 live customer support, why are there fees for "off-hour support"?

The memorandum states that staff achieved a $1,157,000 savings and a 28% discount for recurring fees through negotiations. What were the other vendors proposals?

Background
TaxSys is the tax collection and billing software powered by GSG. According to their website, GSG, since 1997, has supplied hosted software solutions to over 2,100 state and local government entities across the United States. GSG develops, hosts and administers customized software applications used by financial institutions and government entities to support a variety of financial transactions related to auctions of fixed income securities and real property as well as tax collection and billing. GSG is headquartered in Pittsburgh, PA and serves over 2,100 clients in 46 states. Florida County clients include Broward, Citrus, Highlands, Lake, Monroe, Okaloosa, Osceola, Pinellas, St. Lucie and Volusia.

The GSG website lists six types of modules for TaxSys and lists the benefits as: No hidden fees, hardware or third party software licensing costs; Budget certainty, one annual fee covers everything; Easy conversions and fast implementations; Powerful reporting tools; Audit controls; Adapts to State Law changes; Direct interface with third-party accounting systems; Disaster-proof; and World wide web availability.

Additionally, they provide 24/7 live customer support- no voicemail, over 41 professional staff dedicated exclusively to Florida tax collection solutions (no outsourcing) and client test environments for all modifications and enhancement prior to promotion.

Previous Legislation
On March 16, 2004, the Board of County Commissioners (BCC) adopted R-314-04, waiving formal bid procedures and authorized execution of a contract with Grant Street Group to provide online auction services for the June 2004 Tax Certificate Sale.

<u>Additional Comments on RFP 665:</u>

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of the new module. The Contractor reserves the right to charge additional fees to the County for custom changes that are unique to Miami-Dade County.

8.2 Project Deliverables and Milestone Payments.

Project Milestone	Deliverable Description	Milestone Payment Amount
1	Initial Project Plan Delivered	$463,762
2	Phase I - Initial Configuration / Customization Specifications Documents Delivered	$753,612

3	Phase I - Final Configuration / Customization Specifications Documents Delivered	$869,552
4	Phase I - User Acceptance Testing Signoff	$869,552
5	Phase I - Full Training Delivered	$637,672
6	Phase I - Go Live	$869,552
7	Local Server Installation and Failover Test Completion	$115,940
8	Phase II – Updated Project Plan Delivered	$115,940
9	Phase II – Initial Configuration / Customization Specifications Documents Delivered	$115,940
10	Phase II – Final Configuration / Customization Specifications Documents Delivered	$231,881
11	Phase II - User Acceptance Testing Signoff	$115,940
12	Phase II - Full Training Delivered	$173,910
13	Phase II – Go Live	$463,762
Total Implementation Fees to be Paid to the Contractor		$5,797,015

Question 1: How much of the total cost pertains to customized software changes?

Question 2: What is the cost of the actual vendor's software package vs. the cost of the customization of the software? Software customization can greatly increase the cost of the system. Therefore, is there a cap for customizing the package?

Question 3: What are the efficiencies and cost savings to be realized by implementing this system or is there a list of the inefficiencies of the current collection process that require improvement with automated functionality? Does it detail the process re-engineering that Tax Collection must address to adapt to the new system? (This would minimize customized enhancements)

Question 4: Total implementation fees to be paid to the Contractor are $5,797,015. The Item is stating $8,843,000 for the initial contract term of 5 years. The difference is $3,045,985. What does the difference apply to?

RECURRING FEE SCHEDULE:

Recurring Fees (Payable Annually in Advance) Hosting, Maintenance, and Support Services	Tentative Delivery Date	Annual Fee Payment
1st Annual Recurring Fee for Part I (77% of Total), Prorated until Sept. 30, 2012 (54 days)	Aug-2012	$79,970
1st Annual Recurring Fee for Part I (77% of Total)	Oct-2012	$540,540
1st Annual Recurring Fee for Part II (23% of Total), Prorated until Sept. 30, 2013 (230 days)	Feb-2013	$101,742
2nd Year Annual Recurring Fee	Oct-2013	$737,100
3rd Year Annual Recurring Fee	Oct-2014	$773,955
4th Year Annual Recurring Fee	Oct-2015	$812,653
[illegible]		[illegible]

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

Question 5: Is travel cost included in the contract amount or this an additional cost?

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13.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 10 (Confidentiality) or makes an assignment in violation of Article 18 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

Question 6: Does the county get access to the application code if Grant Street Group goes out of business? **On page 32, the County is granted access to the local servers in the event of bankruptcy/liquidation however, nothing is stated about the application code.**

ARTICLE 47. BANKRUPTCY RIGHTS OF THE COUNTY

All rights and licenses granted under or pursuant to this Agreement or any attachment hereto by the Contractor to the County are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that the County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against the Contractor under the Code, the County shall be entitled to retain all of its rights under this Agreement.

Recent County contracts approved by the Board of County Commissioners, provided language protecting the County with regards to the application code should the vendor go out of business. The two examples shown below are, Integrated Library System and the Transit Automated Fare Collection System. However, this language was not provided in the Tax Collector System contract.

RFP626 –INTEGRATED LIBRARY SYSTEM

ARTICLE 60. <u>SOFTWARE SOURCE CODE ESCROW AGREEMENT</u>

60.1 Upon request of the County, in order to guarantee the continued use of the Licensed Software in the event that Contractor should go into liquidation or cease to exist, for whatever reason, Contractor will either (i) deposit a copy of the Licensed Software at a Dutch depositary to be appointed by Contractor at Contractor's expense or (ii) deposit a copy of the Licensed Software at a US depository selected by Contractor at Contractor's expense within six (6) months of the date hereof. The terms of the escrow agreement in the US will be approved by the County.

60.2 License for Use of Escrowed Material: If material deposited in escrow is released to the County pursuant to such escrow agreement, the County is hereby granted the right and license, to make use of such material, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Software as Contractor was obligated but failed to provide under this Agreement.

RFP8481-2/22 OTR – AUTOMATED FARE COLLECTION SYSTEM

ARTICLE 6. ESCROW

Licensor agrees to deposit in Escrow, in accordance with the Contract Terms and Conditions (the "Escrow Deposit"), all Source Code and Object Code (including all documentation and software tools to develop, test and compile all code, including compilers, assemblers, and other necessary tools) for the Licensor's Proprietary Core Software. The Escrow Deposit shall enable the Licensee to convert the source code into the identical executable software that is functioning on the AFCS devices and computers at the time of the Escrow Deposit. The Escrow Deposit shall be in accordance with the Escrow Agreement provisions. The Software Escrow Agreement is provided in Exhibit A-3 to this Contract 8481-2/22-OTR.

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Services; and claims for damages, compensation and losses. County's Project Manager shall have the authority to waive any requirements in the RFP, Appendix A "Scope of Services" or CCS Documents without a corresponding adjustment in fees to Contractor, provided such waiver is confirmed in a written document from the County Project Manager.

Question 7: If Project Manager reduces the scope of work there is no credit to the County by the Contractor, however, enhancements outside the scope of work are charged at the Contractor's rates? Does this contradict verbiage on **page 36 Article 43** below**?**

ARTICLE 43. CHANGES AND EXTRA WORK

a. The County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable hourly rates set forth in Appendix B "Payment Schedule" or as a fixed price engagement. The parties shall negotiate in good faith to reach a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work. Extra Work so ordered must be performed by the Contractor.

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36.1 The County, and at no additional cost except for the Hardware and Third Party Software costs, and an annual fee associated with maintaining such, all of which as set forth in Appendix B "Payment Schedule,", shall be provided with the TaxSys System (excluding LienAuction®, DeedExpress®, EscrowExpress®, TDTexpress™, PaymentExpress™, and the functionality of the System that generates the public facing web site) that will reside on County premises as provided herein. The Contractor shall install local servers (i.e. the Local Web Servers and Local Database Servers defined herein, collectively, the "Local Servers") on the County's premises. The only County obligations are physical hosting of the Hardware, limited access to the County's network, physical access to the County's site where the Local Servers will be placed (for purposes of routine maintenance), paying initial purchase costs associated with the Hardware and Third Party Software, annual third party fees associated with maintaining such, and replacement purchase costs approximately every five years for the duration of the Agreement.

Question 8: Is the cost of the initial hardware and 3rd party software already included in the price quote?

Question 9: Is the replacement cost and 3rd party fees included in the maintenance and support fees associated with each Option-to-Renew?

➢ Page 1:

$8,843,000 for the initial contract term

If the County exercises the three, five-year options-to-renew, the total contract value will be $27,255,686. Each option-to-renew term has been pre-negotiated with fixed pricing for recurring hosting, maintenance, and support fees. Each option-to-renew term value is illustrated below:

- Option-to-Renew Term 1 $4,714,943
- Option-to-Renew Term 2 $6,017,596
- Option-to-Renew Term 3 $7,680,147

Question 10: Why does the price increase from option to option?

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ARTICLE 38. <u>COUNTY RESPONSIBILITES</u>

County responsibilities under this Agreement include:

a) Installing all required communication networks and related equipment (including adequate and unfettered bandwidth) and services necessary to support the System;

b) Installing and maintaining all personal computers (and all software used to operate such personal computers, including without limitation web browser software) used to access the System;

c) Explaining System requirements to the Contractor personnel well in advance of Delivery;

d) Delivering, via electronic media, accurate copies of County data that is requested by the Contractor and necessary to perform the Services;

e) Except as otherwise provided in Appendix A "Scope of Services", fully utilizing each of the features of the System described in Appendix A "Scope of Services" for the business purposes for which the features were designed;

f) Informing the Contractor reasonably in advance of changes in the County hardware and software and their configuration that may impact in any way the performance of the System or interfaces between the System and other applications or software in use by the County; and

Question 11: Will additional County resources be required for **a), b)** and **d)?** If new personal computers or upgrading existing equipment is required for this application is it in addition to the requested total or is it already included in the contract amount?

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D. Additional Services

The additional services described in this Section will be provided to County at the prices listed in Appendix B "Price Schedule" and charged to third parties (to the extent permitted by law). The descriptions include specifications regarding both the functionality of the particular services, as well as hosting and support services provided in connection with such services. County agrees to use during the initial term of this Agreement (i) the LienAuction® services described in item 1below; and (ii) if and when legislation becomes effective authorizing the collection of fees from third parties for the services described in items 4 and 5 below (DeedExpress™ and EscrowExpress™), the services described in items 4 and 5 below.

The County reserves the right to exercise its option to discontinue these additional services at any time following the initial contract term. Should the County elect to terminate any one of the additional services at the time of exercising an Option-to-Renew; the County will notify the Contractor 120 days prior to the expiration of the contract term and the price schedule shall be amended by mutual agreement for the recurring fees applicable to future Option-to-Renew terms. The revised fee schedule will be negotiated and agreed by both parties through contract amendment. If the parties are unable to reach an agreement, the contract may be terminated prior to exercising the Option-to-Renew term.

Question 12: More information is needed regarding "Additional Services". Are these application modules already existing, or will they be newly developed by the vendor?

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EXTRA WORK/HOURLY RATE SCHEDULE:

Position	Proposed Rate
Conversion Manager	$ 225 Per Hour
Programmer	$ 225 Per Hour
Junior Programmer	$175 Per Hour
Web Developer	$ n/a Per Hour
Consultant	$ 250 Per Hour
Trainer	$190 Per Hour
System Administrator	$ 225 Per Hour
Database Administrator	$ 225 Per Hour

Beginning on the first Option-to-Renew period exercised, in the sole discretion of the County, the hourly rates listed above will be subject to an escalation based on the percentage change in the Consumer Price Index, as described below. Those increased rates shall remain firm and fixed over the term of the renewal.

The CPI escalator referenced in the foregoing paragraph will be the rate of increase in the then most recently released Bureau of Labor Statistics "Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average.

In comparison to other IT hourly rates for technical services (examples below), this vendor 's hourly rates are high. GSG charges $225/per hour for the Database Administrator as stated in the table above.

Examples:

- The IBM Database Administrator, Expert level, is $146.60/per hour in the State of Florida Contract No. 973-561-010-1 (also on this agenda as Item 8(O)1(E).
- The Database Administrator hourly rate is $120 as stated below in the FY 2010/11 Operating Budget Submission Manual .

FY 2010-11 Operating Budget Submission Manual

Enterprise Applications and Programs Hourly Rates Subobject: 26110	
Service	ETSD T&M Rate
GIS Graphic Technician / Mapping	$80.00
IT Project Manager	$115.00
Systems Programmer (Operating & Technical) and Database Administrator	$120.00
Programmer Analysts	$110.00
Contractor Multiplier	15%
On Call Fee	10%

Enterprise Applications and Programs Annual Rates Subobject: 26110			
Position	Annual Rate	Semi-Annual Rate	¼ Annual Rate
Junior Programmer Analyst	$140,000	$70,000	$35,000
Intermediate Programmer Analyst	$155,000	$77,500	$38,750
Senior Programmer Analyst	$165,000	$82,500	$41,250
IT Project Manager	$165,000	$82,500	$41,250
Systems Programmer	$175,000	$87,500	$43,750

Prepared by: Bia Marsellos
Ana Dominguez

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8(O)1(J)**
File Number:	**100430**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**February 26, 2010**
Type of Item:	**Contract Award**
Sponsor:	**Procurement Management Department**

Summary
This item approves a contract for gasoline and diesel fuel between Miami-Dade County and Macmillan Oil Company of Florida, Inc., 2955 East 11th Avenue, Hialeah, Florida. The contract has an initial period of 3 years, with seven, 1-year options-to-renew. The amount of the initial contract is $402,566,000. With the options-to-renew, the total contract amount is $1,341,887,000.

Background and Relevant Legislation
Currently the County utilizes a pool of pre-qualified vendors to purchase gasoline and diesel fuel. Annually, the County taps 27 million gallons of fuel to operate its fleet of vehicles and heavy equipment. Each week the pool of fuel vendors compete to sell the County fuel based on the current market prices. As noted in the Manager's Memo, the fuel vendors purchase the fuel from terminal operators at Port Everglades and then resell the fuel to the County. The current contract has 8, 1-year options-to-renew remaining.

However, as noted in the County Manager's Memorandum on this matter, the current contract with the pool of vendors does not guarantee that the County will receive fuel during declared emergencies or natural disasters. The proposed contract would remedy this situation by selecting a single fuel vendor who will be required to have a contractual relationship with a terminal operator at Port Everglades, to ensure that the County will have a fuel source in cases of emergencies or disasters. The contract also requires that the vendor have an alternative plan to supply the County with fuel in case Port Everglades closes for any reason.

This contract also provides that the vendor will provide bio-diesel fuel to the County, and other alternative fuels can be included at any time.

Policy Change and Implication

This represents a significant change in how the County purchases fuel. The current model allows the County to shop for the lowest price of fuel on weekly basis from a pre-qualified pool of vendors. Currently, there is no guarantee that the County will receive fuel during emergencies.

The proposed contract would select only a single vendor from which to purchase fuel and the price of fuel will be based on the cost of gasoline at the time, plus a differential from the applicable daily Platts mean price, one day prior to the date of delivery. The vendor will be required to have a contractual relationship with a terminal operator at Port Everglades, to ensure that the County will have a fuel source in cases of emergencies or disasters.

Budgetary Impact

This contract has a budgetary impact of $420,566,000 for the initial 3-year period, with seven, 1-year options-to-renew. If the options-to-renew are exercised, the total contract award would amount to $1,341,887,000.

The estimated allocation requests for fuel noted in the item appear to be based on storm-year projections. For instance, GSA's allocation request of $189 million is based on a $63 million/year allocation. Actual fuel usage in a non-hurricane year could be substantially less than $63 million for GSA.

The allocations listed in the item are noted as "allocation requests," and essentially create a not-to-exceed allocation ceiling.

Funding for this contract will come from the following departments:

Department	Allocation Requests	Funding Source
Aviation	$2.7 million	Proprietary Revenue
Corrections	$180,000	General Fund
Fire Rescue	$5.25 million	Fire District Fund
General Services	$189 million	Internal Service Funds
Housing	$165,000	Federal Funds
Transit	$153 million	Proprietary Revenue, General Funds, State and Federal Grants
Police	$600,000	General Fund
Park and Recreation	$9 million	General Fund and Proprietary Revenue
Seaport	$525,000	Proprietary Funds
Vizcaya	$26,000	Proprietary Funds
Water and Sewer	$42.12 million	Proprietary Funds

Questions

What is the rationale for the awarding this contract to a single vendor, as opposed to requiring that all vendors in the pool have contractual relationships with the terminal operator guaranteeing fuel service in cases of emergencies?

Prepared By: Jason T. Smith

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**11(A)34 and Supplement**
File Number:	**100455 and 100517**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**March 1, 2010**
Type of Item:	**Special Transportation Services**

Summary

This resolution modifies the provisions of RFP No. 709 for the procurement of Special Transportation Services (STS).

At the February 18, 2010, Board of County Commissioners (BCC) meeting, the Board of County Commissioners requested that the STS Request for Proposal (RFP) come before the Board along with the thirty-one (31) administrative changes noted on handwritten pages 1 to 5 of the supplemental memo.

Background and Relevant Legislation

In 1976, the County implemented the plan to contract with private sector transportation providers for a paratransit component to the County's transit system. Miami-Dade Transit Department (MDT) created a STS section to provide door-to-door transportation for disabled individuals unable to use conventional transportation. Private, non-profit and governmental agencies (e.g. Medicaid) in need of transportation services for their clientele had the option of providing transportation service by contracting through MDT [1].

Florida Statutes Chapter 427 specifies the provisions under which the County provides transportation services to disabled individuals to assure the cost-effective provision of transportation by qualified community transportation coordinators or transportation operators for the transportation disadvantaged without any bias or presumption in favor of multioperator systems or not-for-profit transportation operators over single operator systems or for-profit transportation operators.[2]

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[1] According to the 2006 to 2009 Miami-Dade County Transportation Disadvantaged Service Plan and Resolution No. 341-08, the contract to provide Medicaid Non-Emergency Transportation is between LogistiCare, Inc, and the Florida Commission for the Transportation Disadvantaged (CTD). On January 1, 2008, LogistiCare began operating the Medicaid transportation service under direct contract with CTD.

[2] Section 427.013 of the Florida Statutes.

Miami-Dade Transit (MDT) coordinates the STS in compliance with the complementary paratransit service provisions of the Americans with Disabilities Act (ADA) of 1990.

Currently, STS can be used throughout most of urbanized Miami-Dade County, and some parts of southern Broward and northern Monroe Counties. STS is available for people with an intellectual, mental, or physical disability who cannot ride Metrobus, Metrorail, or Metromover. STS offers transportation for the disabled community for work, school, shopping, recreation, medical appointments, and other needs. STS operates 24 hours a day, seven days a week, including most holidays.

The current STS contract provider is Advanced Transportation Solutions, which was awarded the five-year contract in 2004. The five-year contract value was $219 million, and funded by MDT's operating budget. The current contract period expires on March 21, 2010.

On February 18, 2010, the Board authorized the waiving of the competitive bid process and approved the modification for Contract No. TR04-TSB for additional time for six (6) months until September 20,2010, and additional spending authority in the amount of $20.092 million for the Miami-Dade Transit Department (MDT) to continue to purchase demand response paratransit transportation services.

In addition, the Board authorized the County Manager to place County personnel at the ATS call center facility to oversee ATS' operations, eliminating the $0.57 per call credit the County would be entitled to if the Board had adopted the proposal to transfer the call center function to the County. The County Attorney noted that this would increase the contract ceiling by $367,000.

Investigation

According to an affidavit in support of an arrest warrant filed in Miami-Dade County Court, ATS was alerted to an irregularity in the STS on-line trip itinerary system. The company was called by an STS user, Nancy Pichardo, who stated that the on-line system listed STS trips that she did not schedule or take. The company then hired a private investigative firm to conduct an internal investigation into the allegations.

The company found that one supervisor, who had log-in and password access to the STS scheduling program, had created false trips for various STS riders and would give the assignments to a drivers who would then falsify trip manifests to verify that the trips had occurred. The supervisor had nearly unrestricted access to the County's Trapeze system. The Trapeze system is the software used by the County to schedule STS services.

The investigation resulted in the arrest of 12 drivers and one supervisor of STS on charges of billing the County for STS trips that never occurred. ("Special Transportation Services Contracting Update," County Manager's Memo, February 10, 2010).

Trapeze is the fixed-route scheduling software used currently by MDT for paratransit. Initially the paratransit contract only provided for paratransit brokerage services and did not utilize the Trapeze Software that is currently utilized to schedule transit routes. In December of 2001, the Trapeze contract was amended to implement a paratansit software system with components to handle the scheduling of transportation for Medicaid and STS clients. When the contract was approved, staff stated that the Trapeze software would serve as a basis for the implementation of other advanced technologies to further enhance the STS services including mobile data terminals, automatic vehicle locators, global positioning system, interactive voice response, smartcards and web access. To date, the County has spent more than $3 million to implement the Trapeze software system for STS services.

Legislative History		
July 27, 1993	Resolution No. 1007-93	Contract TA93-TSB awarded to COMSIS Corporation, now known as COMSIS Mobility Services, Inc. to perform paratransit brokerage services.
June 2, 1998	Resolution No. 619-98	Execution of Contract No. TA94-TSS with Trapeze Software Group, Inc. for the provision of transit scheduling software for Metrobus and Metrorail. <u>Cost to County:</u> Not to exceed $457,660
June 8, 1999	Resolution No. 658-99	Execution of Contract No. TA98-TSB with COMSIS Mobility Services, Inc. for provision of paratransit transportation brokerage services. <u>Cost to County:</u> Not to exceed $75 million
July 24, 2001	Resolution No. 878-01	Assigned Advanced Transportation Services, Inc. (ATS) to provide non-Medicaid paratransit services under Contract No. TA98-TSB. COMSIS terminated its brokerage services at will and negotiated an assignment of its broker interests to ATS, a coalition of the then current 5 STS service providers.
December 18, 2001	Resolution No. 1418-01	Waiver of formal bid procedure. Amendment No. 1 to Contract No. TA94-TSS to purchase six additional software modules. These modules are used to certify riders, take trip reservation requests, schedule trips, cancel trips, dispatch and track paratransit vehicles, provide <u>paperless route manifest</u>, and take complaints/commendations for both the Medicaid and STS Program. <u>STS Contractors and service providers use this software to ensure increased accountability and control.</u> This Amendment implemented services to include the

		Medicaid and STS Systems components for MDT. <u>Cost to County:</u> Not to exceed $2.958 million
July 8, 2003	Resolution No. 757-03	Amendment No. 2 to Contract No. TA94-TSS extending the contract for an additional two years.
September 9, 2004	Resolution No. 1099-04	Execution of Contract No. TR04-TSB with ATS for provision of paratransit transportation services. <u>Cost to County</u> Not to exceed $219 million
November 30, 2004	Resolution No. 1376-04	Authorized the use of $55.4 million in Surtax Funds for Contract No. TR04-TSB with ATS as an eligible project to make up for funding shortfalls.
November 15, 2005	Resolution No. 1306-05	Waived formal bid procedures and approved Contract No. BW7961-3/11 for software maintenance, technical support, and upgrade services for all Trapeze software application deployed at MDT. <u>Cost to County:</u> $3.949 million
February 18, 2010	Resolution No. 177-10	Waived the competitive bid process and approved the modification for Contract No. TR04-TSB for additional time (6 months) and additional spending authority in the amount of $20.092 million for the Miami-Dade Transit Department (MDT) to continue to purchase demand response paratransit transportation services. In addition, County personnel will be placed at the ATS call center facility to oversee ATS' operations, eliminating the $0.57 per call credit the County would be entitled to if the Board had adopted the proposal to transfer the call center function to the County. The County Attorney noted that this would increase the contract ceiling by $367,000. <u>Cost to County:</u> $20.459 million

Policy Change and Implementation

<u>Special Transportation Services RFP</u>

SCOPE OF PROJECT: Consist of the performance of ambulatory and non-ambulatory trips, trip screening, reservations, scheduling, routing and dispatching of transportation services, as well as, additional services which would include centralized training, consulting services to benefit and assist the county.

CONTRACT TERMS: 5 Years with one (1) five-year option-to-renew (OTR)

CONTRACT AMOUNT: The estimated total cost for this project is $205 million. The proposer shall state its price for providing all services of this RFP.

The estimated number of trips for the initial 5 year contract term is as follows: 5,537,423 for ambulatory transportation and $1,348,623 for non-ambulatory transportation. The estimated number of trips is based on past utilization.

DBE GOAL RECOMMENDATION: 12%

FUNDING SOURCE: Funded in whole or in part with federal assistance.

Prepared by: Jason T. Smith and Elizabeth N. Owens