



# MEMORANDUM

Agenda Item No. 7(O)(1)(E)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D  
and Members, Board of County Commissioners

DATE: March 16, 2004

FROM: George M. Burgess  
County Manager

SUBJECT: Request for Approval to  
Award Travel Management Services  
Contract No. 377

It is recommended that the Board of County Commissioners (BCC) approve the accompanying resolution authorizing the County Manager to execute the attached agreement presented in substantially completed form with Northwestern Travel Management (NTM). Although Administrative Order (A.O.) 3-38 delegates signature authority to the County Manager or their designee for contracts valued at less than \$1,000,000, this item as well as the hearing examiner's finding is being presented to the BCC for review and action.

**Contract Title:** Travel Management Services

**Contract No:** 377

**Contract Description:** This contract is being awarded to obtain travel management services that will provide both an on-line web interface for employees to book their own travel, as well as the services of a full-service travel agency.

**Competitive Process Utilized:** RFP Process – The proposals were evaluated on the basis of their technical and price merit. Negotiations were held with the top ranked proposer resulting in this award recommendation. On August 27, 2003 the Department of Procurement Management (DPM) recommended and filed with the Clerk of the Board a recommendation to award Contract 377 to NTM.

As a result of the recommendation, Business Travel Advisors (BTA) filed a protest of the award recommendation on September 15, 2003. At the October 24, 2003 protest hearing the County Attorney's Office (CAO) filed a motion to dismiss the protest, submitting that BTA did not have standing to challenge the recommended award, because BTA was ranked fourth (fourth in technical, fifth overall) out of seven proposers.

The Hearing Examiner's memorandum dated October 28, 2003 (Attachment A) sustained the CAO's motion and recommended the protest filed by BTA be rejected.

**Current Contract Expires:**

The current Contract No. 188 expires November 15, 2003. As a result of the protest, the current contract for travel services expired prior to this recommendation being presented to the BCC. Therefore, DPM extended the current travel services contract with BTA for a three month period to cover the time period the award is being considered by the BCC and the implementation period required by NTM.

**Term:**

Three (3) year period with two (2) one (1) year options to renew at the County's sole discretion.

**Contract Amount:**

The estimated expenditure for the initial three year contract term is \$200,675. The contract amount, if both one year options to renew are exercised, is \$322,125. These amounts will vary based on the actual number of transactions processed. While within the County Manager's delegated procurement authority to award, this award recommendation is placed before the BCC for approval to award pursuant to the particular request of the Board

**Funding Source:**

Individual Departments

**Using/Managing Agency:**

Office of Strategic Business Management

**CSBE/MBE Goal:**

Not applicable since contract measures were not assigned.

**Local Preference:**

Local Preference was considered in accordance with the applicable ordinance, but did not affect the outcome.

Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners  
Page No. 3

**BCC Approval to Advertise:**

Resolution No. R-252-03 approving the advertising of RFP No. 377 was adopted by the Board of County Commissioners on March 13, 2003.

**Estimated Contract  
Commencement Date:**

Ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** March 16, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(O)(1)(E)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 7(0)(1)(E)

Veto \_\_\_\_\_

3-16-04

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NORTHWESTERN TRAVEL MANAGEMENT, TO OBTAIN TRAVEL MANAGEMENT SERVICES, AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN  
CONTRACT NO. 377

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Northwestern Travel Management, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

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The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                                       |                  |
|---------------------------------------|------------------|
| Dr. Barbara Carey-Shuler, Chairperson |                  |
| Katy Sorenson, Vice-Chairperson       |                  |
| Bruno A. Barreiro                     | Jose "Pepe" Diaz |
| Betty T. Ferguson                     | Sally A. Heyman  |
| Joe A. Martinez                       | Jimmy L. Morales |
| Dennis C. Moss                        | Dorrian D. Rolle |
| Natacha Seijas                        | Rebeca Sosa      |
| Sen. Javier D. Souto                  |                  |

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of March, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Hugo Benitez

By: \_\_\_\_\_  
Deputy Clerk

# Clerk Of The Board

Clerk Of The Board

Phone:

FAX:

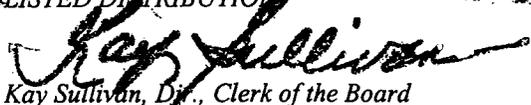
email:

ATTACHMENT A

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## Memorandum

To: ~~LISTED DISTRIBUTION~~

From:   
Kay Sullivan, Dir., Clerk of the Board

Date: October 28, 2003

Subject: RFP No. 377  
Travel Management Services

**Findings & Recommendations of Hearing Examiner regarding the above mentioned bid protest hearing.**

**DISTRIBUTION:**

George Burgess, County Manager (Fax 305-375-1262)  
Robert A. Cuevas, Assistant County Attorney (Fax 305-375-5634)  
Susan Torres, Assistant County Attorney (Fax 305-375-5634)  
Thomasina Williams, Esq. BTA, Inc. (Fax 305-379-6676)  
Fred Simmons, Jr., Procurement Contract Office, DPM  
Norma Armstrong, DMP  
Ted Lucas, Director, DPM

Protest8

Clerk Of The  
Board of County Commissioners  
Miami-Dade County, Florida.

In Re: Protest of Award of Contract for  
Travel Management Services RFP No. 377

Business Travel Advisors, Inc.

Petitioner,

Vs.

Miami-Dade County, Florida,

Respondent.

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**INTRODUCTION**

Pursuant to the Code of Miami-Dade County, this matter was referred to the undersigned hearing examiner for hearing and submission of a report and recommendation with respect to a protest filed by Business Travel Advisors, Inc. in response to a recommendation for award of a contract.

**REPORT**

At the commencement of the hearing on October 24, 2003, Miami-Dade County, by and through its County Attorney, submitted a Motion to Dismiss the Protest of Business Travel Advisors, Inc. (BTA) for "lack of standing".

The Miami-Dade Motion to dismiss stated, in part, as follows:

"Business Travel Advisors, Inc. ("BTA") does not have standing to challenge the recommended award of the Travel Management Services Contract to Northwestern Travel Management ("Northwestern"), the highest-ranked proposer. Because BTA was ranked fourth, it would

CLERK OF THE BOARD  
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CLERK OF THE BOARD  
DADE COUNTY FLA.

not be entitled to the contract even if it could successfully show that Northwestern was not deserving of the award. The County respectfully requests that this protest be dismissed for lack of standing”.

The undersigned hearing examiner, having heard arguments of counsel for BTA and the County, on the Motion to Dismiss, and having concluded that in fact BTA does lack standing, granted the motion and thereupon terminated the bid protest hearing.

BTA was ranked fourth. It challenges the award to Northwestern, the highest-ranked proposer and the proposals of the third, fifth, and sixth-ranked proposers.

It is inexplicable that the BTA bid protest does not challenge the proposal of Travel Management Partners, the second-ranked proposer.

Preston Carroll Company, Inc. v. Florida Keys Aqueduct Authority, 400 So. 2d 524 (Fla. 3d DCA 1982) was a bid protest case. The Court said, in part:

“We do not reach the merits of appellant’s argument, however, because we find appellant lacked standing to challenge the award of the contract”.

“In order of contest the award of a public contract to an apparent low bidder, appellant was required to establish that it had a “substantial interest” to be determined by the agency. A second lowest bid establishes that substantial interest...”

x x x

“For those reasons, we hold that Preston Carroll, as third low bidder, was unable to demonstrate that it was substantially affected; it therefore lacked standing to protest the award of the contract to another bidder....”

The Preston case and the other legal authority cited in the Motion to Dismiss have led the hearing examiner to the inescapable conclusion that BTA cannot be successful in its bid protest.

**RECOMMENDATION**

The hearing examiner recommends that the protest filed by BTA be rejected for lack of standing.

Dated this 27 day of October, 2003.



Leonard Rivkind  
Hearing Examiner.

Copies mailed to:

Susan Torres, Esq.  
Suite 2810  
111 NW 1<sup>st</sup> St.  
Miami, Florida 33128

and

Thomasina H. Williams, Esq.  
Suite 2805  
80SW 8<sup>th</sup> Street  
Miami, Florida 33130

Travel Management Services

Contract No. 377

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Northwestern Travel Management, a corporation organized and existing under the laws of the State of Minnesota, having its principal office at 7250 Metro Boulevard, Minneapolis, MN 55439-2128 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide travel management services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 377 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated May 7, 2003, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such travel management services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 377 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean Northwestern Travel Management and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 377 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall be for a duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. At the agreement of the County and the Contractor, the price schedule may be renegotiated for each renewal period, as deemed necessary, to maintain concurrency with changes in the travel industry.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

a) to the Project Manager:

Miami-Dade County  
Office of Management and Budget  
111 NW 1<sup>st</sup> Street, 27<sup>th</sup> Floor  
Miami, FL 33128  
Attention: Project Manager  
Phone: (305) 375-7535  
Fax: (305) 375-5168

and,

b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 2350  
Miami, FL 33128-1989  
Attention: Director  
Phone: (305) 375-5257  
Fax: (305) 375-2316

**(2) To the Contractor**

Northwestern Travel Management  
7250 Metro Boulevard  
Minneapolis, MN 55439-2128  
Attention: Vice President Corporate Sales  
Phone: 952-921-3700  
Fax: 952-832-2080

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stated in Appendix B attached hereto. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract. The Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof. At the agreement of the County and the Contractor, the price schedule may be renegotiated for each renewal period, as deemed necessary, to maintain concurrency with changes in the travel industry.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Office of Management and Budget  
111 NW 1<sup>st</sup> Street, 27<sup>th</sup> floor  
Miami, FL 33128  
Attention: Travel Manager

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

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1<sup>st</sup> Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000

combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$300,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

OR

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

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

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

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period

of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

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

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

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

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

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

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services,

will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

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

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without

affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
  - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not

limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade

secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees

to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled

by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. BUSINESS APPLICATION AND FORMS**

**Business Application** The Contractor shall be a registered vendor with the County – Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

### **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Contractor is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the

Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or

IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not

limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit attached hereto (**see Form A-4**), the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict

with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. YEAR 2000 COMPATIBILITY**

The Contractor shall be compliant with Year 2000 in all manners that may affect this Agreement.

**ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 38. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 39.      BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the contractor has with the County, the contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the contractor under federal bankruptcy law or any state insolvency law.

MIAMI-DADE COUNTY, FLORIDA

CONTRACT NO. 377

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Northwestern Travel Management

Miami-Dade County

By: [Signature]

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

Name: Jack C. Noble

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

Title: President

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

Date: 8/27/03

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

Attest: [Signature]  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form  
and legal sufficiency

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

35

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Northwestern Travel Management

Miami-Dade County

By: *Jack C. Noble*

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

Name: *Jack C. Noble*

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

Title: *President*

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

Date: *8/27/03*

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

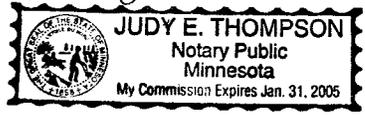
Attest: *[Signature]*  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

*Secured before me  
August 27<sup>th</sup>, 2003  
Judy E. Thompson*

Approved as to form  
and legal sufficiency

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



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Northwestern Travel Management

Miami-Dade County

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

Name: Jack C. Noble

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

Title: President

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

Date: 8/27/03

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

Attest: [Signature]  
Secretary

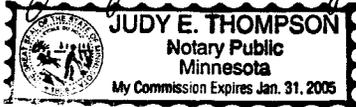
Attest: \_\_\_\_\_  
Clerk of the Board

*Sworn before me  
August 27<sup>th</sup>, 2003*

Approved as to form  
and legal sufficiency

*Judy E. Thompson*

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



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Title: *President*

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

Date: *8/27/03*

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

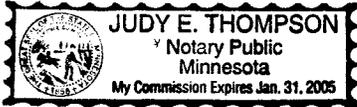
Attest: *[Signature]*  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

*Sworn before me  
August 27<sup>th</sup>, 2003  
Judy E. Thompson*

Approved as to form  
and legal sufficiency

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



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

Name: *Jack C. Noble*

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

Title: *President*

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

Date: *8/27/03*

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

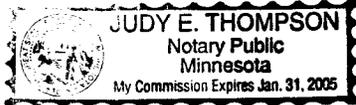
Attest: *[Signature]*  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

*Sworn before me  
August 27<sup>th</sup>, 2003  
Judy E. Thompson*

Approved as to form  
and legal sufficiency

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



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Miami-Dade County

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Name: *Jack C. Noble*

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

Title: *President*

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

Date: *8/27/03*

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

Attest: *[Signature]*  
Secretary

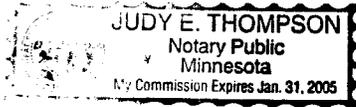
Attest: \_\_\_\_\_  
Clerk of the Board

*Saw in before me  
August 27<sup>th</sup> of 2003.*

Approved as to form  
and legal sufficiency

*Judy E. Thompson*

Assistant County Attorney



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Northwestern Travel Management

Miami-Dade County

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

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

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

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form  
and legal sufficiency

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

## APPENDIX A

## SCOPE OF SERVICES

**1. INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Office of Management and Budget, is contracting for the services of a travel management company to provide both an on-line web interface for employees to book their own travel, as well as the services provided by a full-service travel agency. The interface will allow travelers to conduct on-line web searches for the best airline, hotel, and rental car reservations to meet their travel needs while still adhering to the County's travel policy. In addition, the travel management company will provide 24-hour customer service.

**2. REQUIREMENTS AND SERVICES TO BE PROVIDED****A. OBJECTIVES****The Contractor shall:**

- I. Implement an on-line travel management system that will allow the County's travelers to conduct web searches and book their own airline, hotel and car reservations that best meet their travel needs, while still adhering to the County's travel policy Chapter 112.061 of the Florida Statutes;
- II. Offer all other services available through a full-service travel agency, such as visa processing, ticket fulfillment, and customer service; and
- III. Always have access to the lowest cost travel alternatives.

**B. DELIVERABLES AND SERVICE REQUIREMENTS****The Contractor shall:**

- I. Provide an on-line website interface customized specifically for the County operational by November 17, 2003, if the identified date is not met payment for implementation will be withheld;
- II. Provide and store user profiles, department index codes (accounting), travel identification numbers (T-numbers) and traveler preferences;
- III. Program all of the County's travel policies and procedures in the interface with override approval available only for authorized users;
- IV. Search all available airlines, connecting routes and co-terminals for the lowest fare which meets the traveler's minimum requirements, including any lower fares the traveler may have identified; ensure that the lowest fares will be provided in accordance with the County's travel statutes;
- V. Book car, hotel and train reservations, both domestic and international at the County's travel statutes fares;
- VI. Program the County's preferred carriers and preferred rates into the County's travel profile;
- VII. Provide 24-hour a day "live" customer service in the event that a traveler needs assistance either with arrangements prior to travel or during the course of travel;
- VIII. Provide for payment of airline reservations with the County Diner's Club credit card and hotel, rental car and other expenses on the traveler's personal credit card;
- IX. Provide foreign travel visa processing;
- X. Provide ticket fulfillment of on-lines reservations booked by County travelers; and
- XI. Provide training and support of County staff on the usage of the on-line booking software.

**C. REPORTING/OTHER REQUIREMENTS****The Contractor shall:**

- I. Provide monthly reporting and analysis of travel activity to the County's Travel Coordinator beginning after the completion of implementation period;
- II. Provide monthly reconciliations by department and index code for the County Finance Department beginning after the completion of implementation period;
- III. Pay for reservations with the County Diner's Club credit card (transparent to the user) will

- require three separate accounts for three different user groups; and
- IV. Provide a report indicating lowest fares were received beginning after the completion of implementation period.

**D. DUTIES OF THE MIAMI-DADE COUNTY.**

The County will:

- A. Provide the Contractor with a list of its authorized travelers and travel policies and periodically update such lists;
- B. Instruct its travelers to complete a frequent traveler profile form and submit such to the Contractor to ensure the efficient handling of their travel needs;
- C. Pay for all airline tickets using any recognized charge card payment system;
- D. Identify the current travelers who will utilize the Contractor's On-line booking software and provide a list of such travelers to the Contractor by no later than thirty (30) days prior to the utilization;
- E. (i) be responsible for any claims, damages and costs arising from NTM'S default to ARC or any airline attributable to the County's failure to pay for airline tickets ;(ii) be responsible for the Contractor's charges to airlines from charge-card transactions by employees of the County where there is no signature charge-card imprint on the charge slip; (iii) be responsible for the Contractor's charges to airlines resulting from hidden-city, back-to-back, or split-ticketing transactions made at the request of employees of the County; and (iv) the County acknowledges that all Internet fares are final when booked by the Contractor and the County will be responsible for any claim arising out of travel using Internet "Web-Only" fares including, but not limited to, flight cancellations, miscommunication of departure or arrival time, change of plans or attempted revisions or rescheduling of booked fares.

APPENDIX B  
PRICE SCHEDULE

**A. Implementation Fee (Year 1 only) \$ 3,500.00**  
**This fee is to pay for all the tasks involved with starting up the MDC account as listed on the Implementation Schedule attached.**

**B. Transaction Fee – on-line booking per occurrence \$ 15.00**  
**Air, Car and Hotel reservation booked by the traveler/travel arranger**

***1) Fully Self-Booked Transaction***

A transaction will be coded as “fully self-booked” if the transaction is booked as follows:

- A. Traveler/arranger initiates self-booking request from his/her computer.
- B. Agent finishes online booking reservation with standard online booking scripting.
- C. Agent issues electronic ticket.

**C. Transaction Fee – agency booked – Domestic per occurrence \$ 20.00**  
**Transaction Fee – agency booked - International per occurrence \$ 50.00**  
**Air, Car and Hotel reservation booked by a Northwestern Travel Management travel agent.**

***2) Agent Booked Transaction***

A transaction will be coded as “agent-booked” (even if initiated in the system by the traveler or arranger) if any of the following conditions apply:

- A. Agent researches airline schedules, pricing options, or books reservations, including charter, or non-participating low-fare carriers (e.g. Southwest Airlines).
- B. Agent researches availability, pricing options or books hotel reservations.
- C. Agent researches availability, pricing options or books car rental reservations.
- D. Agent arranges any additional ground transportation, (e.g. limo service).
- E. Agent is asked to produce a paper ticket when electronic ticketing is available.
- F. Agent upgrades a reservation to First Class.
- G. Agent finds and books a lower fare than that booked by the user, prior to ticketing, or when the original ticket can be voided.

NOTE: All records go through our nightly fare re-check. If the agent calls to offer a lower fare option, it becomes an agent-booked reservation. We recommend requiring a \$125.00 minimum fare reduction for reissuing a ticket.

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- H. The ticket requires an exchange transaction, (e.g., unused non-refundable tickets, airline transportation credits, coupons, reissue due to fare reduction).
- I. The itinerary is international. International reservations involve reconfirmation of visa and passport requirements and rechecking of faring options by our International Rate Desk. International bookings include all travel outside the 50 United States and Canada.
- J. A refund is processed.

**A transaction will be coded as “agent-booked” if the reservation is made with an agent via telephone, e-mail or fax.**

- D. Car / Hotel only (reservations booked without airline reservation) per occurrence **\$ 15.00**
- E. After-hours emergency service per trip that’s associated with after-hours call **\$ 20.00**
- F. Account Management Assistance (per hour) **\$ 75.00**  
**5 hour monthly fee beginning after completion of implementation for a maximum of 3 months; afterward the fee will be on as required basis**
- G. Soft dollar ticket barter program (Items to be returned to the County as Airline tickets)
  - Year 1 (earned monthly in proportion) **\$ 20,000**  
to estimated annual transactions
  - Years 2, 3, and option years **\$ 5,000**

**\*Soft dollar ticket barter program is a \$1.00 for \$1.00 ticket fund to be used on Northwest Airlines and Delta Airlines for any of MDC travelers with no restrictions.**

- H. **Any commissions or overrides generated by the County by airline, hotel or car rentals will be retained by the travel management company.**

*Northwestern Travel Management Core Services*

The core services provided by Northwestern Travel Management are as follows:

<b>Quality Controls / Low-Fare Controls</b>
PowerScout <sup>SM</sup> low fare search and quality control automation
STAR Center for fare audits (Specialists in Tariffs And Research)
Electronic ticketing whenever applicable
Offer the lowest applicable airfare available at the time of ticketing to traveler or refund the difference in a timely manner.
<b>Low-Fare Assistance</b>
Northwestern Travel Management/ RADIUS <sup>SM</sup> air, hotel and car rates
Group/meeting air-only reservations
Negotiated off-airport parking rates
<b>Reporting / Data Maintenance</b>
BioData <sup>SM</sup> automated database for managing traveler preferences and accounting data
Six standard monthly management information reports identified by (CLIENT)
Quarterly non-refundable ticket report
<b>Staffing</b>
Wages, taxes, insurance and benefits for managers, supervisors and agents and support staff associated with the reservation and ticketing process, including hotel and car rental bookings
<b>Ticketing and Delivery</b>
Standard travel documents, i.e., invoice paper, ticket jackets, ACCESS cards
Deliver tickets (in a timely manner) to all locations designated by (CLIENT)
Automatic processing of MCOs valued at \$50 or more
<b>Accounting</b>
ARC reporting and reconciliation, including reporting debit memos, voids, lost commissions.

## Optional Services

<b>Consulting</b>	<b>Price</b>
Hotel, directories, mapping, and consulting	\$75 per hour
Travel policy, analysis and benchmarking, customized newsletters and surveys, vendor negotiations and special fare analysis	\$75 per hour
Meeting planning	\$75 per hour
<b>Reporting</b>	<b>Price</b>
Credit card match report	\$85 per month
Unclaimed E-ticket tracking	\$100 per month
Customized/Ad-hoc programming	\$75 per hour or a \$50 minimum
Data Consolidation	Cost plus \$50 per month
Report Advantage Plus	\$125 per month
<b>Value-Added</b>	<b>Price</b>
Internet Research	\$5 per transaction (AgentWare)
Customized printing of any sort (e.g., invoicing, ticket jackets, wallet cards)	<b>Cost plus 15%</b>
Travel costs related to implementation	At cost

**Proposer's Name:** Northwestern Travel Management

**Signature:** \_\_\_\_\_

**Name:** Lisa Buckner, Vice President, Corporate Sales and Account Services

**Date:** May 8, 2003



# Implementation Plan For Miami-Dade County



Activity	Responsibility	Week of:	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	Oct 27	Nov 3
<b>CONTRACT</b>														
<ul style="list-style-type: none"> <li>Finalize contract negotiations</li> <li>Obtain signed Corporate Travel Agreement</li> </ul>	Diane Sutton/ Norma Armstrong		X	X										
<b>START-UP MEETING at NTM</b>														
<ul style="list-style-type: none"> <li>Discuss the following requirements at the start-up meeting:               <ul style="list-style-type: none"> <li>Determine start-up seminar dates</li> <li>Meet with NTM contacts and discuss their roles and job functions</li> <li>Travel policy discussion</li> <li>Pertinent issues</li> <li>Complete implementation start-up form</li> <li>Determine management reports and accounting needs</li> <li>Set up meeting for Trip Manager process with Angela Mickelson</li> </ul> </li> <li>Schedule bi-weekly meeting/conference calls</li> </ul>	Dawn Colvin Thornton, NTM				X									
<ul style="list-style-type: none"> <li>Identify               <ul style="list-style-type: none"> <li>Special traveler/arranger needs</li> <li>Profile collection and time frame</li> <li>Current vendor contracts</li> <li>Ticket delivery</li> </ul> </li> </ul>	Kelly Stene, NTM							X						
<b>ADMINISTRATIVE</b>														
<ul style="list-style-type: none"> <li>Send out profile forms</li> <li>Provide profiles to NTM</li> <li>Provide organizational structure</li> <li>Provide reporting and accounting needs</li> <li>Notify vendors of Miami Dade</li> </ul>	Kim Johnson							X			X			

Activity	Responsibility	Week of:	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	Oct 27	Nov 3
<ul style="list-style-type: none"> <li>County/NTM relationship</li> <li>Announce agency change to Miami Dade County employees</li> <li>Attend meeting in Minneapolis meeting</li> <li>Start up with NTM</li> </ul>						X	X							
<b>ADMINISTRATIVE</b> <ul style="list-style-type: none"> <li>Produce and maintain flow chart or time-line of implementation</li> <li>Schedule start-up seminars</li> <li>Conduct focus group</li> <li>Order start-up materials               <ul style="list-style-type: none"> <li>– Wallet cards</li> <li>– Travel Reference Guides</li> <li>– Other travel packet inserts as necessary</li> </ul> </li> </ul>	Dawn Colvin Thornton, NTM		X			X					X		X	
<b>OPERATIONS</b> <ul style="list-style-type: none"> <li>Work with technical services to create any custom scripting and incorporate vendor contracts into quality control system</li> <li>Oversee team while entering new profiles into WORLDSPAN</li> <li>Determine and communicate all office procedures to staff</li> <li>Transfer existing PNRs to NTM via WORLDSPAN</li> <li>Order reference materials</li> <li>Attend bi-weekly meetings</li> <li>Relate customer-specific policies and procedures</li> </ul>	Kelly Stene, NTM			X							X	X	X	X
<b>TRIP MANAGER</b> <ul style="list-style-type: none"> <li>Review Timeline- responsibilities</li> <li>Meeting to determine implementation</li> </ul>	Online Service Center, (OSC) OSC, Dawn,			X										

Activity	Responsibility	Week of:	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	Oct 27	Nov 3
for Trip Manager Programming and Training	Kelly and Kim					X								
• Request New Company from Trip Manager -	OSC								X					
• Complete Trip Manager Programming	OSC										X			
• Complete Trip Manager User Guide	OSC										X			
• Complete Trip Manager Quick Reference Guide	OSC										X			
• Request Queue Category	Kelly								X					
• Request Trip Manager E-mail	Kelly								X					
• Request upload of profiles to Trip Manager	OSC								X					
• Update Account Specific Script	NTM- Tech Services										X			
• Update Access Queue Specific Script	NTM- Tech Services										X			
• Request Scout End edit - it should look for uid 25 and 55	NTM- Tech Services										X			
• Review Trip Manager Profiles	OSC										X			
• Conduct Trip Manager Testing	OSC										X			
• Send Out communication on Trip Manager rollout	Kim										X			
• Meeting to review Final Trip Manager Programming (if needed)	OSC/Kim										X			
• Conduct Trip Manager Training (Location?)	OSC										X			
• E-mail Updated Queue list to Access	NTM- Beth Pederson										X			
• Request Tiered Pricing Report	OSC								X					
• Trip Manager Startup	OSC													X

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## MEMORANDUM

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**TO:** George M. Burgess  
County Manager

**DATE:** June 27, 2003

**FROM:** Rita Fenwick, Chairperson  
Evaluation/Selection Committee

**SUBJECT:** Report of Evaluation/Selection  
Committee for On-line Travel  
Management Services  
**RFP No. 377**

---

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals ("RFP") following the guidelines published in the RFP solicitation as follows:

**Project No.:** RFP No. 377

**Project Title:** On-line Travel Management Services

**Purpose of the RFP:** To select a travel management company to provide for both an on-line web interface as well as services provided by a full-service travel agency, for employees traveling on official County business.

**Term of contract:** Three (3) year period plus two (2) one (1) year options to renew the term at the County's sole discretion.

**Review Committee:** The Review Committee meeting of January 22, 2003 recommended no Contract Measures due to lack of availability.

**Date of BCC approval to issue and advertise:** February 13, 2003

**Number of solicitations and announcements issued:**

24 RFP's downloaded from Department of Procurement Management's website  
19 announcements issued

**Date of Pre-Proposal Conference/Site Visit:** April 23, 2003

**Number of addenda and dates issued:** Addendum No. 1 issued May 2, 2003

**Deadline for receipt of proposals:** May 9, 2003

**Number of proposals received:** Seven

**Evaluation/Selection Committee meeting dates:** May 19, 2003; June 13, 2003; June 17, 2003;  
June 19, 2003

**Name of Proposers:**

1. Northwestern Travel Management
2. Business Travel Associates
3. American Express One
4. Travel Management Partners
5. Lorraine Travel
6. Miami World Travel
7. Four Ambassadors Travel

**DBD Verification of eligibility or compliance with Contract Measures:** Not applicable since the Review Committee did not assign any measures to this RFP.

**Local Preference:** Local Preference was considered in accordance with applicable ordinances.

**Summary of Evaluation/Selection scores:**

**Technical scores (maximum 350 points):**

1. Northwestern Travel Management	312
2. Travel Management Partners	270
3. American Express One	260
4. Business Travel Associates	225
5. Lorraine Travel	208
6. Miami World Travel	205
7. Four Ambassadors Travel	169

The Committee held demonstrations/oral presentations to explain the on-line portion of the proposed travel management services. The Committee did not invite the firm of Four Ambassadors Travel to participate in oral presentations as their technical scores were such that they were eliminated from further consideration. Price proposals were opened after the review, oral presentations and final scoring of technical proposals.

<i>Proposer</i>	<i>Technical Score</i>	<i>Price Score</i>	<i>Total Score Technical &amp; Price</i>	<i>Price/Cost Submitted</i>
1. Northwestern Travel Management	312	33	345	\$102,100
2. Travel Management Partners	270	69	339	\$ 49,250
3. American Express One	260	69.5	329.5	\$ 48,900
4. Lorraine Travel	208	100	308	\$ 34,000
5. Business Travel Associates	225	35.5	260.5	\$ 95,000
6. Miami World Travel	205	35	240	\$ 95,950

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

**Request for authorization to enter negotiations:**

It is respectfully requested that authorization be given to enter into negotiations with the firm with the highest score, Northwestern Travel Management. The following individuals are recommended to participate in the negotiation team:

Rita Fenwick, DPM  
Kim Johnson, OMB  
Luis Gonzalez, ERD

Authorization to negotiate is:

\_\_\_\_\_  
Approved Date

\_\_\_\_\_  
Not Approved Date

cc: Evaluation/Selection Committee  
Negotiation Team

RFP NO. 377  
TRAVEL MANAGEMENT SERVICES  
EVALUATION OF PROPOSALS

**Composite**

Selection Criteria	Proposers	NORTHWESTER N TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
	PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 150 POINTS	140	89	133	129	81	70	84
	PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 75 POINTS	70	45	68	61	47	46	43
	PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 75 POINTS	63	56	46	45	44	49	34
	PROJECT IMPLEMENTATION SCHEDULE 50 POINTS	39	35	13	35	36	40	8
	<b>SUB-TOTAL POINTS</b>	<b>312</b>	<b>225</b>	<b>260</b>	<b>270</b>	<b>208</b>	<b>205</b>	<b>169</b>
	PRICE 100 POINTS	33	35.5	69.5	69	100	35	
	<b>TOTAL POINTS</b>	<b>345</b>	<b>260.5</b>	<b>329.5</b>	<b>339</b>	<b>308</b>	<b>240</b>	

Signature

Date

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RFP NO. 377  
TRAVEL MANAGEMENT SERVICES  
EVALUATION OF PROPOSALS

Traci Adams

Selection Criteria	Proposers	NORTHWESTERN TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 30 POINTS		30	25	28	28	20	20	25
PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 15 POINTS		14	13	13	13	13	12	12
PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 15 POINTS		14	13	11	13	12	13	12
PROJECT IMPLEMENTATION SCHEDULE 10 POINTS		9	9	6	8	9	8	2
<b>SUB-TOTAL POINTS</b>		<b>67</b>	<b>60</b>	<b>58</b>	<b>62</b>	<b>54</b>	<b>53</b>	<b>51</b>
PRICE 20 POINTS		6.6	7.1	13.9	13.8	20	7	
<b>TOTAL POINTS</b>		<b>73.6</b>	<b>67.1</b>	<b>71.9</b>	<b>75.8</b>	<b>74</b>	<b>60</b>	

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RFP NO. 377  
TRAVEL MANAGEMENT SERVICES  
EVALUATION OF PROPOSALS

Pamela Payne

Selection Criteria	Proposers	NORTHWESTERN TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 30 POINTS		27	24	25	26	16	11	25
PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 15 POINTS		12	6	12	12	8	5	8
PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 15 POINTS		12	10	13	10	8	5	9
PROJECT IMPLEMENTATION SCHEDULE 10 POINTS		8	7	5	8	6	5	0
<b>SUB-TOTAL POINTS</b>		<b>59</b>	<b>47</b>	<b>55</b>	<b>56</b>	<b>38</b>	<b>26</b>	<b>42</b>
PRICE 20 POINTS		6.6	7.1	13.9	13.8	20	7	
<b>TOTAL POINTS</b>		<b>65.6</b>	<b>54.1</b>	<b>68.9</b>	<b>69.8</b>	<b>58</b>	<b>33</b>	

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RFP NO. 377  
TRAVEL MANAGEMENT SERVICES  
EVALUATION OF PROPOSALS

Luis Gonzalez

Selection Criteria	Proposers	NORTHWESTERN TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 30 POINTS		30	25	30	30	20	19	7
PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 15 POINTS		15	13	15	13	12	11	4
PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 15 POINTS		15	14	13	13	10	12	3
PROJECT IMPLEMENTATION SCHEDULE 10 POINTS		6	6	0	7	9	8	0
<b>SUB-TOTAL POINTS</b>		<b>66</b>	<b>58</b>	<b>58</b>	<b>63</b>	<b>51</b>	<b>50</b>	<b>14</b>
PRICE 20 POINTS		6.6	7.1	13.9	13.8	20	7	
<b>TOTAL POINTS</b>		<b>72.6</b>	<b>65.1</b>	<b>71.9</b>	<b>76.8</b>	<b>71</b>	<b>57</b>	

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RFP NO. 377  
 TRAVEL MANAGEMENT SERVICES  
 EVALUATION OF PROPOSALS

Karen MacNeill

Selection Criteria	Proposers	NORTHWESTERN TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 30 POINTS		25	10	20	20	20	15	9
PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 15 POINTS		15	5	15	10	10	10	5
PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 15 POINTS		10	5	5	7	5	10	3
PROJECT IMPLEMENTATION SCHEDULE 10 POINTS		8	5	2	10	10	10	2
<b>SUB-TOTAL POINTS</b>		<b>58</b>	<b>25</b>	<b>42</b>	<b>47</b>	<b>45</b>	<b>45</b>	<b>19</b>
PRICE 20 POINTS		6.6	7.1	13.9	13.8	20	7	
<b>TOTAL POINTS</b>		<b>64.6</b>	<b>32.1</b>	<b>55.9</b>	<b>60.8</b>	<b>65</b>	<b>52</b>	

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RFP NO. 377  
TRAVEL MANAGEMENT SERVICES  
EVALUATION OF PROPOSALS

Kim Johnson

Selection Criteria	Proposers	NORTHWESTERN TRAVEL MANAGEMENT	BUSINESS TRAVEL ADVISORS	AMERICAN EXPRESS TRAVEL SERVICES	TRAVEL MANAGEMENT PARTNERS	LORRAINE TRAVEL	MIAMI WORLD TRAVEL	FOUR AMBASSADORS TRAVEL
PROPOSER'S EXPERIENCE, QUALIFICATIONS, CAPABILITIES, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP, INCLUDING MEETING DEADLINES & ADOPTION RATES ACHIEVED 30 POINTS		28	5	30	25	5	5	18
PROPOSER'S APPROACH TO PROVIDE THE TYPE OF SERVICES DESCRIBED IN THIS RFP & PROPOSER'S VISION FOR FUTURE TECHNOLOGY 15 POINTS		14	8	13	13	4	8	14
PROPOSER'S VALUE-ADDED SERVICES SUCH AS REFUNDS, FREE TICKETS, CUSTOMER SERVICE LEVELS & ENHANCED REPORTING FUNCTIONALITY 15 POINTS		12	14	4	2	9	9	7
PROJECT IMPLEMENTATION SCHEDULE 10 POINTS		8	8	0	2	2	9	4
<b>SUB-TOTAL POINTS</b>		<b>62</b>	<b>35</b>	<b>47</b>	<b>42</b>	<b>20</b>	<b>31</b>	<b>43</b>
PRICE 20 POINTS		6.6	7.1	13.9	13.8	20	7	
<b>TOTAL POINTS</b>		<b>68.6</b>	<b>42.1</b>	<b>60.9</b>	<b>55.8</b>	<b>40</b>	<b>38</b>	

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