MEMORANDUM

Agenda Item No. 7(J)(1)(B)

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

DATE: December 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Contract Award Recommendation for Marketing and Public Relations Services for Miami-Dade Transit - RFP No. 345 - Contract No. TA02-MPR

This item was approved by the Transportation Committee at its meeting of November 13, 2003 with two amendments. The amendments are included in this document. They reflect that the contract award recipients have five years of relevant experience, not three, and that the County will pursue state and federal funding as well as utilizing local funds.

This Contract Award Recommendation between Kelley Swofford Roy, Inc. and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval:

PROCUREMENT PROCESS: Request for Proposals (RFP).

RFP TITLE: Marketing and Public Relations Services for Miami-Dade Transit.

RFP No.: 345.

RFP LOCATION: Countywide.

RFP DESCRIPTION: On April 15, 2002 a Request for Proposals (RFP No. 345) was issued to obtain a marketing and public relations services contract for Miami-Dade Transit. The contracting approach to this procurement is to award non-exclusive blanket contracts to multiple qualified marketing and public relations service providers. As MDT identifies the need for individual services, all MDT's marketing and public relations

service providers will be invited to submit proposals. A Work Order may then be issued to the firm offering the best proposal. Award of the contracts will not guarantee any work but enables the County to issue Work Orders as needed, at a competitive price.

In order to qualify as a MDT marketing and public relations service providers, proposers were evaluated based on their experience and management resources. At a minimum, either the organization or its principal had to have documentation of at least five years of recent and relevant experience in providing marketing and public relations services. This minimum requirement has been established by Miami-Dade County to ensure the provision of quality marketing and public relations services by an experienced provider.

A total of three (3) proposals were received in response to RFP No. 345. Two are being recommended for award as members of the Marketing and Public Relations Services Pool. They are:

Carmen Morris & Associates, Inc. and Creative Ideas Advertising, Inc. Joint Venture.
Kelley Swofford Roy, Inc.

The other proposer, Pfeffer and Associates, Inc., d/b/a What a Concept!, was found non-responsive by the County Attorney's Office due to non-compliance with the RFP's DBE requirements.

Kelley Swofford Roy, Inc. is recommended as a member of the pool of the marketing and public relations services contractors for Miami-Dade Transit. The award for Carmen Morris Associates, Inc. and Creative Ideas Advertising, Inc. Joint Venture is presented as a separate item in today's agenda.

The selected firm(s) will be expected to undertake specific activities to educate the community regarding transit issues and set the tone for a new image and acceptance of public

	transportation among Miami-Dade County residents. Strategies will be targeted at specific segments of the community to significantly increase the number of transit users and supporters.
CONTRACT TERM:	Two years.
OPTION TO RENEW:	The County Manager shall have the right to exercise the option to renew (OTR) this contract for a period of two (2) additional years on a year-to-year basis.
BCC APPROVAL TO ADVERTISE:	The Board of County Commissioners approved The Request to Advertise for this contract on March 26, 2002 under Agenda Item No. 6 (I)(3)(A).
ART IN PUBLIC PLACES:	Not Applicable.
PRIME CONTRACTOR:	Kelley Swofford Roy, Inc.
SUBCONTRACTORS:	Wragg & Casas Public Relations, Inc., Communikatz, Inc., Sonshine Communications, Inc., Decision Resource, Inc.
COMPANY PRINCIPAL:	Susan P. Kelley, President
LOCATION OF COMPANY:	3399 Ponce de Leon Boulevard Coral Gables, Florida 33134
YEARS IN BUSINESS:	20 years
PREVIOUS CONTRACTS WITH COUNTY:	None.
USING AGENCY:	Miami-Dade Transit.
CONTRACT AMOUNT:	Share of a $2,000,000.00 pool (over the four year contract term); work orders to be issued as needed. However, no guarantee is made to the level of services that will be requested nor is there a guarantee of any dollar amount to be expended.

FUNDING SOURCES:	Local Funds. The half-penny transit surtax may be utilized for this contract after the contract is approved by the Citizens' Independent Transportation Trust (CITT) or, if disapproved by the CITT, surtax funds may be used as a result of a two-thirds override of the entire membership of the Board of County Commissioners. MDT will utilize available federal and/or state grants on a per project basis, as such funding becomes available.
IPSIG CONTRIBUTION:	Not Applicable
INSPECTOR GENERAL:	Provisions Included. Due to conflict with federal procurement guidelines, the Inspector General Fees are excluded.
APPROVED FOR LEGAL SUFFICIENCY:	Yes.
FEDERAL DBE GOAL:	10%. In compliance with regulations and procedures of the Federal Transit Administration, MDT established a goal of ten percent (10%) for participation by Disadvantaged Business Enterprises.
INFORMATION DBE ACHIEVED AT AWARD:	10%.

12/4/03

Surface Transportation Manager

MEMORANDUM
(Revised)

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

DATE: December 16, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(B)

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**

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(J)(1)(B)
12-16-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH KELLEY SWOFFORD ROY, INC. FOR THE PROVISION OF MARKETING AND PUBLIC RELATIONS SERVICES FOR MIAMI-DADE TRANSIT; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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 Contract between Miami-Dade County and Kelley Swofford Roy, Inc. as a member of the pool of Marketing and Public Relations Services providers for Miami-Dade Transit, for an aggregate total compensation ceiling not to exceed $2,000,000.00, which may be allocated amongst all members of said pool as may be determined by the County Manager or his designee, 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, Florida; and to exercise the renewal and cancellation provisions contained therein.

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	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2003. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency._____

Bruce Libhaber

Contract No. TA02-MPR

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Kelley Swofford Roy, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 3399 Ponce de Leon Boulevard, Coral Gables, Florida 33134 (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 marketing and public relations services for Miami-Dade Transit and the Office of Transportation Management (OPTM), on a non-exclusive and as needed basis, which shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 345 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 17, 2002, 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 marketing and public relations services for Miami-Dade Transit, 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. 345 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 Transit Director, or his duly authorized representative.

d) The word "Contractor" to mean Kelley Swofford Roy, Inc. 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 person designated by the MDT Director to administer this Contract on behalf of the County.

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. 345 and any associated addenda and attachments thereof, 4) Proposer's Best and Final Offer and 5) 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 term of this Contract shall be two (2) 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.

Limited Contract Extension

Any specific Work Order which commences prior to the termination date of this agreement and which will extend beyond the termination date shall, unless terminated by the County, continue until completion at the same prices, terms and conditions as set forth herein.

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

Roosevelt Bradley, Director
Miami-Dade Transit
111 N.W. First Street
Suite 910
Miami, Florida 33128-1999

(2) To the Contractor

Kelley Swofford Roy, Inc.
3399 Ponce de Leon Boulevard
Coral Gables, Florida 33134
Attn: Susan P. Kelley

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 any potential Work Order issued as a result of this Contract. The compensation for Work and Services performed under this Contract shall

be as follows:

In the execution of a Work Order, the Contractor shall provide pricing as stated below. The anticipated compensation shall be further defined in the Work Order, which may include other items not included below, and as specified in the Work Order for the specific projects:

ITEM	CLASSIFICATION	RATE	
1.	Artist	$90-150	Per hour
2.	Copywriter	$50-125	Per hour
3.	Proof Reading	$40	Per hour
4.	Creative/Concept Development	$120-175	Per hour
5.	Art Direction	$90-150	Per hour
6.	Production Supervision	$45	Per hour
7.	Photography	$1,200-2000	Per hour *
8.	Video Production	$Per Project Basis	
9.	Special Event, Planning and Management	$65-100	Per hour
10.	Media Planning, Production and Placement	$65	Per hour
11.	Marketing Research	$80-200	Per hour
12.	Website Design	$60-140	Per hour
13.	Website Maintenance	$60-90	Per hour
14.	Filming/Video Production Supervision	$75	Per hour
15.	Storyboard Creation	$60	Per hour
16.	Translations	$.20-.35	Per word**
17.	Commission Percentage	15 % of net amount	

*Excluding out-of-pocket, e.g., film, props, talent assistants.

** Straight translations. "Trans-creations" of advertising or public relations (e.g., for scripts, ads, releases) are charged on a per project basis – charged as copywriting.

The Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

The total compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall not exceed the total amount of $2,000,000.00. 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. The County makes no guarantees as to whether any Work Order will be awarded under the terms of this Contract.

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

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 each 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. All payments shall be governed by the provision of the Florida Prompt Payment Act. Payment will be made within thirty (30) days after receipt by the County of properly prepared and documented invoices submitted in accordance with the Florida Prompt Payment Act, and Section 2-8.1.4 of the Miami-Dade County Code.

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

If by mail:

Miami-Dade Transit
Accounts Payable
P.O. Box 010791
Miami, Florida 33101-0791

If by courier:

Miami-Dade Transit
Accounts Payable
111 N.W. 1st Street, Suite 910
Miami, Florida 33128

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.

Prior to the commencement of this Contract, the Contractor shall, furnish to Miami-Dade Transit, Materials Management, 3401 N.W. 31 Street, Miami, Florida 33142, 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.**

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.

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 no modification or change in insurance shall be made without thirty (30) days written advance notice to the certification holder.

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 of 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 Contract 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 Contract 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 Contract Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The Contract 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 Contract 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 Contract 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 Contract 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 Contract 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:

i. lost revenues;

ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

iii. 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 hot line 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 Consultant 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 Consultant 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 Consultant'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 Consultant, 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 Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant 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.

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 Consultant, 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 Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant 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 Consultant'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:

i) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

ii) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

iii) Environmental Protection Agency (EPA), as applicable to this Contract.

iv) 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.

v) "Conflicts of Interest" Section 2-11 of the County Code and Ordinance 00-1 pertaining to County employees, and "Employment Discrimination."

vi) Section 948.15(4), Florida Statutes.

vii) Miami-Dade County Code Section 10-38 "Debarment".

viii) 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.

ix) 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. NON-DISCRIMINATION

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. **In compliance with the Federal Transit Administration (FTA) Circular 4220.1D, immediate family is defined as parents, wife, husband, children, and brothers and sisters.**

b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant 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 Consultant 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 Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.

c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant'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 Consultant 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 the Consultant 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, Consultant shall promptly bring such information to the attention of the County's Project Manager. The Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. INTENTIONALLY OMITTED

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. INTENTIONALLY OMITTED

ARTICLE 39. 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 40. 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.

ARTICLE 41. CONTRACT AWARD

The County makes no guarantees as to the number, frequency, dollar values and time duration of Work Orders; or whether any Work Order will be awarded under the terms of this Contract. All projects during the contract period will be administered exclusively by Miami-Dade Transit and will be on an "as needed" basis. The Contractor shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this Contract.

ARTICLE 42. NON-EXCLUSIVITY

The County reserves the right to solicit at any time vendors wishing to participate in the provision of these services at the sole discretion of the County. The County further retains the right to enter into contractual arrangements with other parties for the performance of these services.

ARTICLE 43. AFFIRMATIVE ACTION REQUIREMENTS

The Affirmative Action Requirements contained in Appendix B shall apply to this Contract.

ARTICLE 44. Intentionally Omitted

ARTICLE 45. Waivers

No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Contract, it shall not be necessary to give any notice, other than notice as may be herein expressly required. In the event any provision contained in this Contract should be breached by the Contractor and thereafter duly waived by the County, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Contract shall be established by

conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the County.

ARTICLE 46. METHOD OF AWARDING WORK ORDERS

Following contract award and periodically during the term of this Contract, as the County identifies the specific needs for marketing and public relations services, all marketing and public relations contractors may be notified and invited to offer a work proposal for the specific service(s) to be performed. The County will select the best work proposal based on the Technical Qualification Statement and work scope. Suitable fees, staffing requirements, operating parameters and schedules will be negotiated between the County and the selected Proposer. The County reserves the right to reject any and all offers. The award to one Contractor of a work order does not preclude the ability of remaining marketing and public relations contractors from submitting offers for other specific solicitations.

The Contractors' submission shall be in written form and must be received at the location and by the time indicated in the original notice. The County shall afford a minimum of five (5) working days to all marketing and public relations contractors to submit a response.

The successful Contractor shall be verbally notified of its award. Written confirmation in the form of a Work Order shall be subsequently submitted to the Contractor by the County.

ARTICLE 47. WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contract Manager gives his prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for, satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the Contract Manager.

ARTICLE 48. CHANGE ORDER PROCEDURE

A written change order request can be originated by MDT or the Contractor. Within thirty (30) calendar days after receipt of a written change order request to modify the Contract, the Contractor shall submit to the Contract Manager a detailed price and schedule proposal for the work to be performed. This Proposal shall be accepted, rejected, or modified by negotiations between the Contractor and the Contract Manager. At that time, a detailed written change order, detailing the modifications, shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work specified in the written change order.

ARTICLE 49. LITIGATION

This Contract shall be construed in accordance with the laws of the State of Florida. Any litigation between the parties arising out of, or in connection with this Contract shall be initiated either in the court system of the State of Florida or in the United States District Court for the Southern District of Florida.

ARTICLE 50 *FEDERAL PROVISIONS*

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Contractor is required to agree to the following provisions:

No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Incorporation of Federal Transit Administration (FTA) Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests which would cause MDC to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (2) dated October, 1998) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Interest of Members of, or Delegates to, Congress:

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom (41 U.S.C. 22).

Conflict of Interest:

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer or agent;
b. Any member of his immediate family. In compliance with the Federal Transit Administration (FTA) Circular 4220.1D, immediate family is defined as parents, wife, husband, children, and brothers and sisters.
c. His or her partner; or
d. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Energy Conservation:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Privacy Act

The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Clean Air

The Contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts)

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transaction" in Exhibit FED-DB1.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," " lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lobbying Certification and Disclosure Statements:
In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

ATTEST:

By: Susan P. Kelley

Name: Susan P. Kelley

Title: Secretary

By: Susan P. Kelley

Name: Susan P. Kelley

Title: President

(SEAL)

ATTEST:

HARVEY RUVIN, CLERK

_____

Deputy Clerk

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By Its Board of County Commissioners

By:_____

County Manager

(SEAL)

Approved by County Attorney as to form and legal sufficiency.____

ACKNOWLEDGMENT:

STATE OF Florida)
SS:
COUNTY OF Miami-Dade)

Before me personally appeared Susan P. Kelley and Susan P. Kelley, to me well known and known to me to be the individuals described in and two executed the foregoing instrument, as Susan P. Kelley President and Susan P. Kelley Secretary of the above named Kelley Stafford Ray, Inc. corporation, and severally acknowledged that they executed such instrument as such Susan P. Kelley President and Susan P. Kelley Secretary of the above named Kelley Stafford Ray, Inc. Corporation, and severally acknowledged that they executed such instrument as such Susan P. Kelley President and Susan P. Kelley Secretary, instrument as such Susan P. Kelley Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 19th day of June, A.D. 2003

Notary Public

State of Florida at large
My Commission expires MAR. 3, 2006

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

APPENDIX A

SCOPE OF SERVICES

SECTION 2.0 - SCOPE OF SERVICES

MARKETING AND PUBLIC RELATIONS

2.1 INTRODUCTION/BACKGROUND

The purpose of this Contract is to select an experienced and qualified firm to provide marketing and public relations services for Miami-Dade Transit, on a non-exclusive and as-needed basis. The County will utilize a Work Order process to define and describe the parameters for individual projects. Miami-Dade Transit shall be the only County department authorized to issue Work Orders under this Contract.

The Contractor shall, upon award of the Contract, prepare and implement a proactive marketing and public relations plan emphasizing the advantages and contributions of public transportation in Miami-Dade County. The objective is to position public transportation as part of the overall solution to traffic congestion through an aggressive marketing and public relations program. The ultimate goal is to obtain community endorsement and support for public transportation initiatives. Campaigns shall contain messages that are multi-ethnic and tailored to reach all segments of the community.

The County may, at its sole option and best interest, require the Contractor to submit proof as to their own qualifications and that of their employees, including subconsultants, to provide services or any specific project, as part of the consideration by the County to award this Contract.

2.2 SERVICES TO BE PROVIDED

The selected firm shall perform a wide variety of marketing and public relations services for the County. The list below provides an overview of the services that will be required. Other marketing and public relations related services might be required during the life of the Contract which are not listed below. The selected firm will coordinate all public relations efforts with the contract administrator, providing periodic updates and obtaining prior approval before releasing materials or information.

A. Full Service

- The Contractor shall prepare, within no more than 30 days from the award of the Contract, a comprehensive marketing and public relations plan outlining objectives and strategies for the achievement of goals as established by the County.
- Update the plan as needed, or at the request of the County.
- Conceptualize, plan and execute marketing and public relations campaigns.
- Provide all production services associated with the execution of campaigns.
- Provide monthly reports detailing all financial transactions and progress of requested projects.
- Provide a detailed cost estimate of any service requested under this Contract and obtain Contract Administrator's approval prior to project execution.
- Provide creative consultation to include the provision of three (3) alternate creative approaches for each promotional piece, TV public service announcement, or complete campaign.
- Conduct market research as needed in support of advertising campaigns and public relations efforts or at the request of the County. Prior approval shall be obtained from the Contract Administrator.
- Make available to the County media research to which the Contractor subscribes at no cost to the County.

- Identify and initiate business negotiations for joint advertising agreements between the County and private corporations and other entities, subject to approval by the County Contract Administrator.
- Assist the County in the negotiation of third party business agreements.
- Upon prior notice by the County, attend and assist the County at public meetings, workshops and events.
- Provide bookkeeping and secretarial services, as necessary, to originate and support advertising and promotional efforts.

B. Production Services

- Production services include, but are not limited to, conceptualization, copywriting, broadcast-quality video, artwork preparation supervision, quality control, procurement and print-ready artwork in appropriate electronic formats, and other services as requested by the County.
- Subcontracting services may include, but are not limited to, photographers, talent, models, illustrators, audio-visual production groups, reproduction of materials, translators, printers, and other technical materials as requested and approved by the County.
- The selected firm shall be responsible for its subcontractors and subconsultants meeting all applicable local, state and federal regulations. The selected firm shall obtain prior approval from the County for any services to be provided by a subcontractor or subconsultant.

C Media Services

Research information and prepare press releases as required to update the public on new transit services and to increase awareness of transit as a community benefit. The selected firm shall obtain prior approval from the Contract Administrator before releasing information to the media.

Arrange for news conferences and media events, which include but are not limited to notification, media staging, site selection, press kits, and VIP interviews.

Coordinate telephone interviews, radio call-ins, story follow-up, editorial responses, editorial board reviews, participation in local access cable and radio with prior approval of the Contract Administrator.

Draft and place articles and advertorials in trade publications, as well as local and national print media in support of public relations campaigns.

Arrange for public meetings including media ad placement, community calendars, and flyer distribution.

D. Media Purchasing and Placement

- Upon authorization by the County, the Contractor shall provide media services, which includes advertising placement, trade-out space, and the negotiation of public service time available in suitable media.
- The Contractor shall endeavor to negotiate and secure the most advantageous media rates available, secure proofs of insertion, and pay invoices on time for all media contracted. The Contractor must have sufficient resources to purchase and pay for contracted media services that the County has previously approved.
- The Contractor will check and audit all invoices for completeness and accuracy before presenting them to the County, and review all contracts with the various media for performance and effectiveness.

E. Promotion and Program Coordination

The Contractor shall implement and coordinate special promotions or promotional programs as requested by the County. The promotions may include, but are not limited to, community events, concerts, concert services and support, coupon distribution, onsite broadcasts and telecasts, cooperative advertising, and other similar activities.

F. Strategic or Tactical Concept Development

- The Contractor shall create feasible alternatives to accomplish long and short-term goals, which may include advertising promotions, publicity, community outreach, and market research.

2.3 ESTIMATED PERCENTAGES OF SERVICES TO BE PROVIDED

A. Full Service	- 60%
B. Production Services	- 10%
C. Media Services	- 10%
D. Media Purchasing and Placement	- 5%
E. Promotion and Program Coordination	- 10%
F. Strategic or Tactical Concept Development	- 5%

APPENDIX B

AFFIRMATIVE ACTION REQUIREMENTS

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

Marketing & Public Relations Services

RFP 345

AFFIRMATIVE ACTION REQUIREMENTS

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  (May be bound or made available separately)
- DBE Directory, Department of Business Development
  (May be bound or made available separately)

SECTION I..DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess forty hours in such work week.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic; including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages.

DOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor of subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Non-construction Grants.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDT deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor;

Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

D. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. (d).) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):

1. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

2. Bidder - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.

3. Board - Board of County Commissioners, Miami-Dade County, Florida.

4. Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.

5. Commercially Useful Function - Work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the Miami-Dade Transit's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

6. Compliance Monitor - A person designated by the Director of MDT to assist and to make recommendations to MDT with respect to compliance with this Provision.

7. Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful bidder, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.

8. Contract Goal - DBE contractor participation goal established by the Board of County Commissioners for this Contract solicitation.

9. Contract Price - the total bid price of the successful bidder as awarded by the Board of County Commissioners.

10. Contracting Officer - The Director of the Miami-Dade Transit Agency or his/her designee.

11. Contracting Opportunity - Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

12. Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern--

a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and

b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

13. DBE Certification Letter - A letter evidencing that DBE firm(s) have been certified in accordance with 49 CFR Part 26 by the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, Florida, 33128, phone 305/349-5960.

14. DBE Contractor Identification Statement - a statement, in the form annexed to this Provision, to be signed by a DBE Contractor and containing certain information with respect to the DBE Contractor.

15. DBE Directory - a list of certified DBE Contractors, which is available from the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, FL 33128, 305/349-5960, to aid bidders, but which is not necessarily a representation by MDC that any such listed DBE Contractor is Qualified to do any particular work.

16. DBE Contractor Unavailability Certification - a written certification, in the form annexed to this Provision, by a DBE Contractor as to its unavailability for certain work.

17. Goal - The numerically expressed objective for this Contract solicitation which bidders are required to make good faith efforts to achieve; a numerical percentage that is not rigid and inflexible and which can be reasonably attained by means of applying every reasonable and sufficient effort to utilize DBE Contractors in the performance of work under this project and in accordance with the terms and requirements of this provision.

18. Letter of Intent - a letter, in the form annexed to this Provision, to be signed by a DBE Contractor with respect to certain work under the Contract.

19. Manufacturer - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.

20. MDC - Miami Dade County, Dade County or the County as referred to in the Contract Documents.

21. Notice of Opportunity to Meet with the Contracting Officer - a notice, in the form annexed to this Provision, to be given to a bidder as to its opportunity to request a meeting with the Contracting Officer with respect to MDC's determination of the bidder's compliance with this Provision.

22. Primary Recipient - A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.

23. Qualified - a Contractor is qualified to do specific work if it meets all of the following criteria:

a. It has or is able to obtain any and all licenses required to do such work;

b. It has the necessary experience, organization, technical qualifications, skills and facilities to do such work;

c. It is able to comply with the performance schedule reasonably needed for such work;

d. It does not have an unsatisfactory record of integrity, judgment and performance;

e. It is able to meet the applicable equal employment opportunities requirements; and

f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

24. Recipient - means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the

Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

25. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

26. A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

27. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) Women;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

28. Schedule of Participation by DBE Contractors - a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.

29. Subrecipient - Any entity that receives Federal financial assistance from FTA through a primary recipient.

30. Successful bidder - the bidder to which the Contract is awarded.

31. Transit Vehicle is a vehicle used by the Miami-Dade Transit, e.g., bus, railcar, or van, for the primary program purpose of public mass transportation; this definition does not include locomotives or ferry boats.

32. Transit Vehicle Manufacturer (TVM) is a manufacturer of vehicles used by FTA recipients for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms which rehabilitate old vehicles or to manufacturers of locomotives or ferry boats. The term also refers to distributors of or dealers in transit vehicles with respect to requirements of Section 26.49 of the regulations.

33. Transportation Improvement Program (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.

34. Unavailable - a Contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and

b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

35. Unified Planning Work Program (UPWP) - A listing of planning projects proposed for funding by FTA.

36. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

B. UTILIZATION OF DBE CONTRACTORS:

1. Affirmative Action Obligation

<u>All projects, with and without Federal Funding.</u>

a. Policy. MDC is committed to carry out the DBE Program and of meeting the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDT's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDT's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

b. DBE Obligation. Each bidder agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision are given the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the opportunity to compete for and perform contracts. Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the bidders with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. Stated Goal

A "Stated Goal" is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Bid Form. For the purposes of this contract, the Stated Goal is TEN Percent (10%) for DBE firms. Where no DBE goal is provided, the bidder/proposer shall use its best efforts during the performance of the contract to encourage the participation of these persons. DBE Goal requirements for transit vehicles are covered under FTA's Transit Vehicle Manufacturer provisions.

3. DBE Contractor/Bidder/Proposer

A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract,

Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. PROPOSAL REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD

1. Proposal Submittal

a. Each proposer, as part of its proposal, shall submit a completed and signed Certification of Assurance failure to submit the Certificate of Assurance will deem you non-responsive.

b. The selected proposer(s) as a condition of responsiveness, shall submit to MDT two days prior to negotiation for each proposed DBE, the following documents:

(1) A Letter of Certification or other document from the Miami-Dade County Department of Business Development for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise at the time the bids or proposals are submitted.

(2) A completed Schedule For Participation signed by the bidder listing those subcontracts which will be awarded to DBE contractors. This schedule shall list those Certified DBE Contractors with which the bidder intends to contract for the performance of portions of the work under the Contract, specifying the price to be paid to each such DBE Contractor, including a proposed timetable for the performance of each such contract item and providing other information as may be required

by the Schedule (the Schedule may include only work the DBE will perform itself or subcontract to other certified DBE firms); and

(3) A completed and signed Letter of Intent by each DBE Contractor listed in the Schedule for Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.

(4) A completed and signed DBE Contractor Identification Statement for each proposed DBE Contractor and for the bidder if it is a DBE Contractor.

(5) As required by 49 CFR 26.11, each proposer, as a part of its proposal, shall submit a completed Bidders List Form for itself and for each subcontractor or vendor it solicited as part of this proposal.

A proposer which does not submit the five forms listed above may be found to be non-responsive.

2. Submittals during Contract Negotiations

The selected proposer(s), as a condition of responsiveness, shall submit to MDT prior to contract award the documents and information set out in sub-paragraphs III.C.2.a. and III.C.2.b. herein.

a. Evidence of insurability of all listed DBE Contractors as required by the contract documents and by law and regulations, if applicable.

b. Good Faith Effort.

(1) When MDT establishes a DBE goal on a DOT-assisted contract, it requires a bidder, as a condition of responsiveness, to make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways.

(a) The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.

(b) If the bidder does not meet the DBE goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION, the LETTERS OF INTENT, and the CONTRACTOR UNAVAILABILITY forms may be used as part of this documentation. Information sufficient to satisfy

MDC that the bidder has made good faith effort must be submitted to the Clerk of the Board, located on the 17th Floor of the SPCC Building, 111 NW 1st St., Miami, FL 33128 by 4:30 p.m. on the second business day following the opening of bids.

(2) In any situation in which MDT has established a contract goal, MDT will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDT will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. MDT will consider the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDT emphasizes that the determination concerning the sufficiency of the bidder's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDT does not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the bidder makes an adequate good faith efforts showing. MDT will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of types of actions which the bidder should consider as part of the its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to faciiitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) (i) Negotiating in good faith with interested DBEs. It is the bidders responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractors efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(5) In determining whether a bidder has made good faith efforts, MDT may take into account the performance of other bidders in meeting the Contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but other bidders meet it, MDT may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, MDT may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

(6) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE contractor's qualification.

(7) Agreements between a bidder and a DBE Contractor in which the DBE Contractor promises not to provide subcontracting quotations to other bidders are prohibited. The listing of a DBE Contractor by a bidder on its Schedule shall constitute a representation by the bidder that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the bidder that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.

3. Selection Criteria to Ensure that Prime Contracts Are Awarded to Bidders that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.

a. If any one bidder meets or exceeds the Contract Goal, MDT may take into consideration whether bidders who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

b. MDC reserves the right to award the Contract to a bidder prior to making a final determination as to the DBE status or qualification of a firm listed on the bidder's Schedule. If the DBE status of a firm listed on the bidder's Schedule is disapproved after contract award, the bidder shall remain bound by procedures under Section III.D.

4. DBE Participation shall be counted toward meeting the DBE Goal as follows:

a. Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c.(2) through III.C.2.c.(4). (49 CFR 26.55(a)).

b. MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. (26,55(b))

c. MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. (26.55(c))

(1) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the bidder shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(2) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE Contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

d. MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(1) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(2) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

5. Determination of Compliance

The total price for work to be performed by DBE contractors as indicated in the Bidder's Schedule of Participation by DBE Contractors is required to be sufficient to fulfill the stated goal, unless the Bidder shall demonstrate adequate good faith efforts as provided in III.C.2.c.

6. Award of Contract

MDC shall not award a contract to any Bidder which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Bidder or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

7. Procedures for Determination of Compliance

The selected proposer shall cooperate with the MDT DBE and Contract Compliance Supervisor during the determination of compliance process as described below.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Bidder has not met the stated goals, and has submitted the good faith efforts extended by the Bidder to meet the stated goal, the Compliance Monitor may require that the Bidder meet with the Compliance Monitor at the Miami Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, FL 33128, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the bidder's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the bidder. At this meeting the bidder have an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the bidder shall produce in writing at this meeting the information required in III.C.2.c, including the following::

(1) A detailed statement of the efforts made to contact and negotiate with DBE Contractors, including:

(a) the names, addresses and telephone numbers of DBE Contractors who were contacted;

(b) a description of the information provided to DBE Contractors regarding the plans and specifications for portions of the work to be performed; and

(c) a detailed statement of the reasons why additional prospective agreements with DBE Contractors, if needed to meet the stated goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE Contractors in order to increase the likelihood of achieving the stated goal;

(3) As to each DBE Contractor contacted but which the bidder considered to be not qualified, a detailed statement of the reasons for the bidder's conclusion;

(4) As to each DBE Contractor contacted but which the bidder considered to be unavailable, either

(a) a written statement from the DBE Contractor that it is unavailable, or

(b) a statement from the bidder that the DBE Contractor refused to give such written certification after reasonable request, and a detailed statement from the bidder of the reasons for the bidder's conclusion that the DBE Contractor was unavailable (the DBE Contractor Unavailability Statement may be used for this purpose where appropriate);

(5) Attendance at a pre-bid meeting, if any, scheduled by the bidder to inform DBEs of subcontracting opportunities under a given solicitation;

(6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or MDC; and

(8) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the bidder to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the bidder, the Compliance Monitor shall make a written

recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

b. Determination by MDC.

Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the bidder a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the bidder may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the bidder's compliance with this Provision. The Contracting Officer may request such further information from the bidder as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the bidder. The Contracting Officer may also conduct informal conferences, to which the bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such bidder complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the bidder. A copy of such determination shall be sent to the bidder. Such determination shall not affect the power of the Board of County Commissioners to reject the bidder's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

c. Consideration of Other Bids.

If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional bidders at the same or different times with each such proceeding to be separately conducted.

d. Failure of bidder to Participate.

The bidder will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

8. Substitution of DBE Contractors for those Listed in the Schedule for Participation

A bidder may change information required by this provision from that provided in its Schedule of Participation of DBE Contractor only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

a. Although listed by a bidder in good faith, a Contractor appearing on the bidder's Schedule is not a DBE Contractor, is not qualified or is unavailable and that

b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE Contractor, the bidder will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the bidder shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE Contractor to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the bidder's compliance with this Provision, the revised list of DBE Contractors shall be considered. However, a failure by a bidder to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the bidder. If a bidder is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the bidder to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The successful bidder/contractor shall propose for MDC approval subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBE Contractors included in its bid or proposal with substitutions authorized under this Provision. Upon approval by the Contracting Officer the contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE Contractor thereunder without in each instance the prior written approval of the Contracting Officer.

b. MDC retains the right to approve or disapprove any subcontract with a DBE Contractor proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE Contractor, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall

be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Contractor which is to enter into such subcontract has become not Qualified, or that the DBE Contractor has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE Contractor which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE Contractor or Contractors for a contract price or prices totaling not less than the contract price under the excused or

terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

(1) It shall propose and enter each such alternative subcontract for the same work; or

(2) It demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBE Contractors in an attempt to subcontract such work, but that it was unable to subcontract the work because DBE Contractors were

(a) Not Qualified;

(b) Unavailable; or

(c) Although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBE Contractors had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or

(3) It shall propose and enter into subcontracts with another qualified DBE Contractor or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's

receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

3. Continued Compliance

MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;

b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and

c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Prime Contractor DBE Reporting Requirements.

The prime Contractor shall submit reports periodically on the participation by DBE firms in the project.

a. Monthly reports from DBE subcontractors.

The prime contractor shall secure a report monthly from each DBE subcontractor working on the project, using the attached Monthly Progress Report form or a similar form. The reports from the DBE subcontractor shall specify the amounts of money that have been received by the DBE contractor from the prime contractor during the month the report covers. Authorized representatives of each DBE firm

shall sign the report(s) verifying the participation of the DBE firm in the contract work and receipt of the monies listed.

b Monthly report from the prime contractor.

The prime contractor shall report subcontracting and purchasing activities with DBE firms monthly using the attached Monthly Progress Report form or a similar form. The report forms signed by each DBE subcontractor firm shall be attached to the prime contractors Monthly Report. The completed Report with attachments shall be submitted to the Contracting Officer on or before the tenth working day following the end of the month the report covers.

6. Prompt Payment.

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40)

APPENDIX OF FORMS
Certification of Assurance Form
Certification of Assurance Form (Alternate)
Bidders List Form
Schedule for Participation by DBE Contractors
DBE Contractor Participation Letter of Intent
DBE Contractor Identification Statement
DBE Contractor Unavailability Certification
Notice of Opportunity to Meet with the Contracting Officer
Monthly Progress Report on DBE Activities
Disclosure Affidavit ("Certification Application")
(May be bound or made available separately)
DBE Directory, Department of Business Development
(May be bound or made available separately)

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

CERTIFICATION OF ASSURANCE FORM

The proposer, (Name of Company) _____, hereby gives assurance of meeting the Disadvantaged Business Enterprise goal of _____ (_____%) by utilizing DBE firms in the area(s) of:

1. Professional Services _____ percent
   (Engineering, legal, accounting, etc.)

2. Construction _____ percent
   (Site preparation, concrete work, electrical, etc.)

3. Procurement Services _____ percent
   (Purchase of materials, supplies, equipment, etc.)

(Items 1, 2, and 3 must add up to the above total goal percentage.)

The DBE goal will be achieved by certification of the prime contractor as a DBE; by establishment of a relationship of Association with DBE firms; by utilization of vendors and suppliers of goods and services; by subcontracting; or by joint venture arrangements in conformity with the requirements, terms and conditions of the "Disadvantaged Business Enterprise Contractor Participation provision."

_____ _____

Signature Name of Proposer (Typed or printed)

_____ _____

Title Date

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

CERTIFICATION OF ASSURANCE FORM (ALTERNATE)

The proposer, (Name of Company) _____, hereby gives assurance of meeting the Disadvantaged Business Enterprise goal of _____ percent (_____%) by utilizing DBE firms in the area(s) of:

1. Professional Services _____ percent
   (Engineering, legal, accounting, etc.)

2. Construction _____ percent
   (Site preparation, concrete work, electrical, etc.)

3. Procurement Services _____ percent
   (Purchase of materials, supplies, equipment, etc.)

(Items 1, 2, and 3 must add up to the above total goal percentage.)

The DBE goal will be achieved by certification of the prime contractor as a DBE; by establishment of a relationship of Association with DBE firms; by utilization of vendors and suppliers of goods and services; by subcontracting; or by joint venture arrangements in conformity with the requirements, terms and conditions of the "Disadvantaged Business Enterprise Contractor Participation provision."

_____ _____

Signature Name of Proposer (Typed or printed)

_____ _____

Title Date

DBE CONTRACTOR IDENTIFICATION STATEMENT
MDT DBE Participation Program

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

_____

4) DBE Type: Women_____ Black_____ Hispanic_____ Other (Specify)_____

All DBEs must show ownership percentage by gender-- Male_____% Female_____%

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.				
B.				
C.				
D.				
E.				

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
A.						
B.						
C.						
D.						
E.						

If additional space is needed, please use another sheet. (Continued on Page 2)

SCHEDULE FOR PARTICIPATION
MDT DBE Participation Program

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, enter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. *Failure to provide all the required forms may result in the bid or proposals being found to be non-responsive.*

1. Name of prime Bidder: KELLEY SWOFFORD ROY INC.
2. Project Name: Marketing and Public Relations Services Project or Bid No. 345
3. Location: N/A
4. Name and Address of DBE Contractor:

   SONSHINE COMMUNICATIONS

   975 N.E. 167 Street, North Miami Beach, FL 33162

5. DBE TYPE: Women____ Black X Hispanic____ Other(specify)____

   DBEs must show ownership percentage by gender— Male ____% Female 100 %

6. Type of work to be performed by DBE/Contractor (general):

   Marketing Communications Services

7. Scope of work to be performed (specific description by Bid Item):

   If work to be subcontracted is a portion of a contract item outlined in the bid specifications, specify only the portion of the work to be subcontracted and identify the Bid Item number if one is designated.

Description	Bid Item	Agreed Price
Media relations, Community outreach/involvement and event Planning		$ At least 20% of work awarded to KELLEY SWOFFORD ROY INC.

8. If overall contract price is based on Unit Price, list for each subcontracted bid item:

Approximate Quantities	Unit	Extended Dollar Amount
N/A		

(Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)?

NO _____ YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified by MDT/Miami-Dade County Department of Business Development _____
Cert. No._____ Expires _____.

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

_____
Signature of Official of DBE Company

_____
Title of Official

_____
Date

MDT/DBE–April 14, 1999

DBE CONTRACTOR UNAVAILABILITY CERTIFICATION
MDT DBE Participation Program

NOTE: This form is to be used by Bidder/Proposer if not enough DBE firms can be located or contracted with to meet the DBE goal for the project.

(This part to be completed by Prime/Bidder)

I _____, _____
(Title)

of _____ certify that on _____
(Prime/Bidder) (date)

I contacted the following DBE Contractor to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____.

DBE Contractor	Work Items Sough	Form of bid sought (i.e. unit price, materials & Labor, labor only, etc.)
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said DBE Contractor was unavailable for work on this project, or unable to prepare a bid, for the following reason(s):

_____

_____

Signature: _____ Date: _____

(This part to be completed by DBE Firm)

I, _____, was offered an opportunity to bid on the above-identified (Name of DBE Contractor)
the above-identified work on _____ by _____
(date) (source)

The above statement is a true and accurate account of why I did not submit a bid on this project. (If not accurate, describe reason(s) below.)

_____

_____

_____ _____
(Print name of DBE contractor) (Signature of DBE Contractor)

_____ _____
(Title) (Date)

INFORMATION FOR MDT BIDDERS LIST

Bid Description: _____ Bid No. _____
DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %

For MDTA use only: Was the subject bid awarded to this prime? Yes ____ No ____

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION.

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Submitted as Prime Bidder? Yes ____ No ____ If No, enter name of Prime _____

Year Firm Founded _____ Annual Gross Receipts of Firm $_____

Phone No. _____ FAX No. _____ Email _____

(SIC--Standard Industrial Classification code number by the Small Business Administration. Reference 13 Code of Federal Regulations 121. See attached list of two-digit codes.)

COMPLETE ONE OF THE FOLLOWING:
For Goods, equipment and non-professional services, use appropriate two-digit SIC codes: _____
For construction work, check one: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___
For all professional services (Architectural, engineering, accounting, etc.) SIC 87 ___

DBE INFORMATION
Certified in Dade County as DBE? Yes ____ No ____ If Yes, enter expiration date: ___/___/_____.

Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
Subcontinent Asian American Other _____

Gender? Male ____ Female ____

DBE Commitment by Prime: _____%

AFFIDAVIT
I affirm that the information submitted is correct to the best of my knowledge.

_____	_____	_____	_____
Signature	Name printed or typed	Title	Date

*Federal Employer Identification Number

MDTA 8/8/01

NOTICE OF OPPORTUNITY TO MEET WITH THE CONTRACTING OFFICER
MDT DBE Participation Program

NOTE: This form may be used by MDT if the bid or proposal does not meet the DBE requirements.

To: _____

Miami-Dade County (MDC) is engaged in determining whether the bid you submitted on MDC/MDT Contract No._____ is in compliance with the requirements of the DBE Contractor Participation Provision of said Contract. Failure of your bid to comply with said requirements may result in a determination that the Contract not be awarded to you.

You are hereby notified that you may request a meeting with the Contracting Officer before such determination is made. If you wish to have such a meeting, the Contracting Officer must receive your request therefor no later than _____.

If you make such a timely request, the meeting will be held on _____ at _____ am/pm at _____.

Accompanying this notice you will find a recommendation made to the Contracting Officer by the Compliance Monitor pursuant to said Provision, and any comments or suggestions transmitted by him to the Contracting Officer therewith. That recommendation is not binding on MDC; therefore, in addition to those issues raised in the recommendation, every issue pertinent to MDC determination under the requirements of the Provision may be raised at the meeting.

Your attention is drawn to the appropriate Section of said Provision setting forth the procedures that will be followed by MDC in reaching its determination, and specifying your rights in the upcoming meeting.

Any questions that you may have concerning this notice should be directed to DBE and Contract Compliance Supervisor, Office of Fair Employment and Labor Practices, Miami-Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, Fla. 33128, telephone number 305/375-3634. Failure to request a meeting, or failure to attend without adequate prior excuse may result in a determination adverse to your interest.

MIAMI-DADE COUNTY, MIAMI-DADE TRANSIT AGENCY

By _____ _____
Name Title

MDT/DBE–April 15, 1999

SCHEDULE FOR PARTICIPATION
MDT DBE Participation Program

9. Party responsible for Workmen's Compensation coverage of subcontracted portion: _____ Projected dollar amount of same: $_____.

10. Party responsible for Liability Insurance coverage: _____. Projected dollar amount for same: $_____.

11. Projected commencement date for work to be performed by DBE Subcontractor: September 2003

12. Projected completion date for work to be performed by DBE Subcontractor: September 2005.

13. For those DBE Contractors who previously have worked on Miami-Dade Transit Agency (MDT) projects as DBE contractors or subcontractors, list name of the Prime contractor, the project name and/or number, and the date the contract was awarded:

Firm Name	MDT Project Name/No.	Date of Award
N/A		

14. If the firm is presently or has in the past been certified by agencies other than MDT or the Miami-Dade County Department of Business Development, give dates and names of other agencies.

Certified By	Date
State Of Florida	April 21,2003 to April 21, 2004
Broward County Florida	January 13,2003 to January 13, 2005
Florida Department of Transportation	January 15,2003 to January 15,2005

15. DBD Certification No. DBE-6244 Expiration Date Arpil 30, 2005

The undersigned agrees to ensure that the Affirmative Action Requirements of this Contract are inserted in each subcontract and will require that all subcontractors include the same requirements in any of their lower tier contracts.

Susan P. Kelley
Signature of Official of Prime

SUSAN P. KELLEY
Official's Name Printed or Typed

June 18, 2003
Date

MDT/DBE-20-Apr-99

LETTER OF INTENT
MDT DBE Participation Program

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

To: KELLEY SWOFFORD ROY, INC. (Name of Prime Bidder) Project Name Marketing and Public Relations Services

Project/Bid Number 345 Total Bid $ 2,000,000

The undersigned holds DBD DBE Certificate No. 6244, expiring 4/30/2005, and intends to perform work in connection with the above project as (check one):

An individual___; a partnership___; a corporation X; a joint venture___.

The DBE status of the undersigned is (check only one):

Women _____ Black X Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender--Male____% Female 100%

The undersigned is prepared to perform the following described work at the prices indicated in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Item No.	Work to be performed	$ Amount
	Media relations, community outreach/involvement and	$
	event planning.	$

The prime contractor has projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Item	Date of Start-up (projected)	Completion Date(Projected)
Media relations, community	September 2003	
outreach/involvement and event planning.		

The above work will not be sublet to a non-DBE at any tier. The undersigned acknowledges receipt of the Affirmative Action Requirements of the Contract and will enter into a formal agreement for the above work with the Prime upon the execution of a contract with Miami-Dade County.

Sonshine Communications
Name of DBE Contractor

By Bernadette A. Alvarez

Date June 18, 2003

Title President / CEO

MDT/DBE April 15, 1999

RECEIVED
MAR 2 8 2003
BY:

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

March 25, 2003

CERT. NO: 1346
APPROVAL DATE(s): 04/01/2003 - WBE
EXPIRATION DATE: 03/31/2004

Susan Kelley
KELLEY SWOFFORD ROY, INC.
3399 Ponce De Leon Blvd,
Coral Gables, FL 33134

Dear Ms. Kelley:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a small, minority and/or disadvantaged business enterprise. This office hereby approves your firm as a Women Business Enterprise (WBE) in Miami-Dade County in the categories listed below.

Your firm will be included in our registry of certified businesses and this certification is valid for twelve (12) months, expiring as noted above. This certification may require additional review at the time of bid or when your company is being considered by a prime contractor to meet a goal. It affords your company the opportunity to participate as a small or minority-owned business in the competitive process for contracts. Please note that the trade categories listed below are the only areas that your company is eligible to bid or participate in contracts under your current certification. You should also register as a Miami-Dade County vendor. Please contact Miami-Dade's Procurement Management Division at (305) 375-5289 to obtain a vendor application.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This Department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date. Please be advised that your firm may be prohibited from working on contracts obtained through this certification if you fail to re-certify or if the firm loses its certification for any reason.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Other Services Related To Advertising (WBE)
Marketing Consulting Services (WBE)
Public Relations Agencies (WBE)

MIAMI-DADE

Department of Business Development Court House Center Building 175 NW First Avenue 28th Floor Miami, FL 33128
Phone (305) 349-5960 Fax (305) 349-5915

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

Marketing and Public Relations Services

RFP# 345

CERTIFICATION OF ASSURANCE FORM

The proposer, (Name of Company) KELLEY SWOFFORD ROY, INC., hereby gives assurance of meeting the Disadvantaged Business Enterprise goal of twenty per cent (20 %) by utilizing DBE firms in the area(s) of:

1. Professional Services (Engineering, legal, accounting, etc.) 20 percent
2. Construction (Site preparation, concrete work, electrical, etc.) _____ percent
3. Procurement Services (Purchase of materials, supplies, equipment, etc.) _____ percent

(Items 1, 2, and 3 must add up to the above total goal percentage.)

The DBE goal will be achieved by certification of the prime contractor as a DBE; by establishment of a relationship of Association with DBE firms; by utilization of vendors and suppliers of goods and services; by subcontracting; or by joint venture arrangements in conformity with the requirements, terms and conditions of the "Disadvantaged Business Enterprise Contractor Participation provision."

Susan Kelley

Signature

Susan P. Kelley

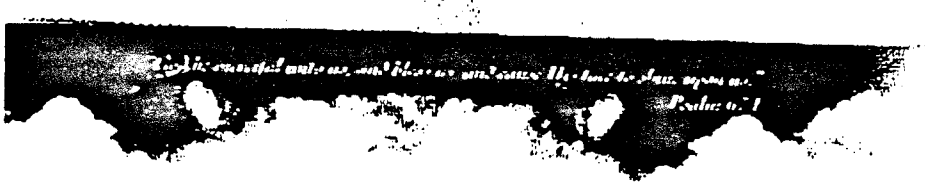
Name of Proposer (Typed or printed)

President

Title

5-22-02

Date



Bernadette A. Morris
President/CEO

975 N.E. 167th Street
North Miami Beach, FL 33162
T: 305.948.8063, ext. 201
F: 305.948.8074
E-mail: bmorris@sonshine.com
Website: www.sonshine.com

Public Relations · Marketing · Advertising · Creative Services

----- Original Message -----
From: "MyFloridaMarketplace" <osdhelp@dms.state.fl.us>
To: <cmorris@sonshine.com>
Sent: Wednesday, May 07, 2003 9:11 AM
Subject: Online Registration: Minority Certification Validated

>
> Bernadette Morris
> The Morris Group, Inc.
>
> Dear Bernadette Morris,
>
> Your application for Statewide and Inter-Local Minority Business Enterprise (MBE) certification is hereby approved and effective for a period of one year from 4/21/03 thru (4/21/04). The certification of the business, which is designated as is applicable when business is conducted consistent with this specialty(s).
>
> 973-040 ADVERTISING, PROMOTIONAL, PUBLICRELATIONS & ECONOMIC DEVELOPMENT SERVICES
> 973-290 EDUCATION & TRAINING CONSULTANTSERVICES
> 973-380 GRAPHIC DESIGN SERVICES
> 973-520 MEDIA SERVICES (ALL TYPES)
> 973-035 PUBLIC INVOLVEMENT, PUBLIC PARTICIPATIONCOMMUNITY RELATIONS, PUBLIC OUTREACH
> 973-043 RADIO ADVERTISING
> 973-044 TELEVISION ADVERTISING
>
>
> Your submittal of bids to supply other products or services outside of this specialty(s) will result in the contracting entity not getting credit for MBE participation in that business transaction.
>
> You are encouraged to become an active bidder in the participating programs of the Statewide and Interlocal Agreement. You must remember, however, that the disparity studies of most MBE programs determine the relevant market areas in which certified business must be domiciled. (See the attached directory list of participating entities and their relevant market areas). You must also be aware that some of the participating entities have certification eligibility criteria unique to those of the reciprocal certification network because they have been imposed by their disparity studies. As a result, some program offices may ask you to submit additional documentation before you are eligible to bid as a certified MBE with that jurisdiction or organization.
>
> The Laws of Florida require that the Office of Supplier Diversity be advised of any and all changes in the company's status occurring within fourteen (14) days of the transfer or change taking place. This law is applicable throughout the effective certification dates.
>
> Questions concerning your MBE certification may be direct to this office at (850) 487-0915.
>
> Sincerely,
>
> Thad Fortune

Florida Statewide & Inter-Local Certification

Florida Department of Management Services
Office of Supplier Diversity

The Morris Group, Inc. (d/b/a Sonshine Communications)

is certified as a Minority Business Enterprise
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement
for a one year period from April 21, 2003 to April 21, 2004

Director

86

BROWARD COUNTY FLORIDA
OFFICE OF EQUAL OPPORTUNITY • Division of Equal Employment and Small Business Opportunity
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
EEO 954-357-6500 • SBO 954-357-7800 • FAX 954-357-7817 • TTY 954-357-6181

January 29, 2003

The Morris Group, Inc. d/b/a Sonshine Communications
975 N. Miami Blvd.
North Miami Beach, FL 33162

Dear Ms. Morris:

The Division of Equal Employment and Small Business Opportunity is pleased to announce that your company has been certified as a Minority Business Enterprise, (MBE), Black, for a period of two (2) years. This certification is based on a review of your information affidavit and other documents submitted. It is subject to a validation on a project by project basis.

Certification by this office enables your company to participate in contracting opportunities offered through Broward County Government as a small disadvantaged business enterprise. It does not guarantee that your company will receive work. You are certified to participate in the following category(s):

Full service public relations, marketing and advertising firm.

Any changes in the company ownership, control, operations, address, telephone number, or other change that substantially alters ownership and/or control by the minority principal(s) must be filed with this office not later than thirty (30) days after the change.

Questions concerning the certification process may be directed to this office at 954-357-7800.

Sincerely,

Sylvia G. Grinan

Sylvia Grinan
Certification Manager

CERTIFICATION APPROVAL DATE: 01/13/03

CERTIFICATION EXPIRATION DATE: 01/13/05

Broward County Board of County Commissioners
Joseph H. Eggelletion, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • Lori Marco Parrish • John E. Rodstrom, Jr. • James A. Scott • Diane Wasserman-Rubin
www.broward.org/eeo

Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

January 15, 2002

The Morris Group Inc. DBA
Sonshine Communications
Ms. Bernadette A. Morris
888 N.E. 126th Street, Suite 200
North Miami, FL 33161

RE: DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

Dear Ms. Morris:

The Department is pleased to announce that your company has been certified as a Disadvantaged Business Enterprise(DBE) which is subject to continued eligibility and also subject to actions of any other governmental agencies which may affect the minority status of your firm. This agency's certification ables the company to compete in the subcontract work of the Department as a minority owned and operate company. It is not a guarantee that the company will receive work.

DBE certification by the Department shall be for a period of three (3) years. On each anniversary date during the three (3) year certification period an Affidavit of Continuing Eligibility must be submitted. If any time there is a change in the ownership and control of the company, a new Schedule "A" is to be forwarded without delay to the Department. For recertification at the end of the three (3) year period a new Schedule "A" must be submitted to the Department ninety (90) days prior to expiration of your current certification.

Your firm can participate in FDOT contracts for DBE credit in specialty codes 300-Consultants(by type of service), 964-Education Consultant and 968-Public Relations Services.

Sincerely,

John Goodeman

John Goodeman
Certification Manager

JG:pb

CERTIFICATION/ EXPIRATION DATE: **January 15, 2005**

AFFIDAVITS

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):
KELLEY SWOFFORD ROY, INC.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
59-2300240

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Susan P. Kelley Title: President

MAILING ADDRESS:

Street Address: 355 Palermo Avenue

City, State, Zip: Coral Gables, FL 33134

TELEPHONE: Ext, 3022 (305) 444-0004

FAX: (305) 444-9057

E-MAIL ADDRESS: ( ) skelley@ksrteam.com

PROPOSER'S ORGANIZATIONAL STRUCTURE:

X Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (Explain):

IF CORPORATION,

Date Incorporated/Organized: June 1983

State Incorporated/Organized: Florida

States registered in as foreign corporation: N/A

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FOR:

N/A

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

Wragg & Casas Public Relations, Inc.
Sonshine Communications, Inc.
Communikatz, Inc.
Decision Resource, Inc.

PROPOSER'S AUTHORIZED SIGNATURE

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

Signed By: Susan Kelley Date: 5-22-02

Print Name: Susan P. Kelley Title: President

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

90

A. RINC
Notary Public - S Florida
My Commission E 2006
Commission
Bonded By Na Assn

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) ProjectTitle: Miami-Dade Transit-Marketing/Public Relations ProjectNo.: 345
(2) Department: Miami-Dade Transit
(3) Firm/Proposer's Name: KELLEY SWOFFORD ROY, INC.
Address: 355 Palermo Avenue, Coral Gables, FL Zip: 33134
Business Telephone: (305) 444-0004, Ext. 3022

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

NAME	TITLE	EMPLOYED BY	TEL. NO.
	PLEASE SEE ATTACHED LISTING.		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filling by staff, MUST register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

Signature of Authorized Representative: Susan Kelley
Title: President
STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of May, 2006
by Susan Kelley, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

Signature of person-taking acknowledgement)
A. RINCONES
(Name of Acknowledger typed, printed or stamped)
NOTARY
(Title or Rank) (Serial Number, if any)

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2008
Commission # DD 096925
Bonded By National Notary Assn.

MIAMI-DADE TRANSIT RFP #345

ATTACHMENT TO FORM A-2

Kelley Swofford Roy Team:
William R. Roy, Ph.D.
Susan P. Kelley
Roymi Membiela
Barbara Larkin
Yvette Bordes
Jack Wolfe
Richard Gibbs
Tom Langley
Mike Tesch
Jim Doherty
Edita Martirosyan
Josefina Mena
Vivian Villalba
Alexandra Rincones
Enmanuel Betances

Wragg & Casas Public Relations Team:
Joanna Wragg
Ray Casas
Jeanmarie Ferrara
Heather Mobley

Sonshine Communications Team:
Bernadette A. Morris
Colin O. Morris
Lori Rodney
Tanisha Coleman
Monét Downey
Carlyne Belot

Subcontractors:

Ric Katz
CommuniKatz, Inc.

Howard Waddell
Decision Resource, Inc.

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

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

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

Addendum #1, Dated May 9, 2002

Addendum #2, Dated May 14, 2002

Addendum #3, Dated May 21, 2002

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: Susan Kelley Date: 5-22-02

Print Name: Susan P. Kelley Title: President

Federal Employer Identification Number: 59-2300240

Firm Name: KELLEY SWOFFORD ROY, INC.

Address: 355 Palermo Avenue

City/State/Zip: Coral Gables, FL 33134

Telephone: (305) 444-0004 Fax: (305) 444-9057

Form A-4
DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: Miami-Dade Transit RFP #345

NAME OF FIRM, CORPORATION, OR ORGANIZATION: KELLEY SWOFFORD ROY, INC.

AUTHORIZED AGENT COMPLETING AFFIDAVIT: Susan P. Kelley

POSITION: President PHONE NUMBER: (305) 444-0004, Ext. 3022

I, Susan P. Kelley, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Susan Kelley
Signature

5-22-02
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on 5-22-02 (Date)

by Susan Kelley (Affiant). He/She is personally known to me or has presented _____ as identification.

(Type of Identification)

(Signature of Notary)

DD 096925
(Serial Number)

A. RINCONES
(Print or Stamp Name of Notary)

MAR. 3, 2006
(Expiration Date)

Notary Public _____ Notary Seal (State)

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

FORM A-7.1
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Proposer KELLEY SWOFFORD ROY, INC. **RFP Name** Miami-Dade Transit

RFP Number 345

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Wragg & Casas Public Relations, Inc.	Ray Casas	Public Relations Services	M	W
Sonshine Communications, Inc.	Bernadette Morris	Marketing Services	F	B

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

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

Susan Kelley
Signature of Proposer's Authorized Representative

Susan P. Kelley
Print Name

President
Print Title

5-22-02
Date

(Duplicate if additional space is needed)

FORM A-7.2

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Kelley Swofford Roy, Inc., continues to make every effort to:

a) notify the broadest number of local subcontractors of the opportunity to be awarded a contract;
b) invite local subcontractors to submit bids / proposals in a practical, expedient way;
c) provide local subcontractors access to information necessary to prepare and formulate a subcontracting bid / proposal;
d) allow local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
e) award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

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

Signature of Authorized Representative: Susan Kelley Susan P. Kelley

Title: President Date: 5-22-02

Firm Name: KELLEY SWOFFORD ROY, INC. Fed. ID No. 59-2300240

Address: 355 Palermo Avenue City/State/Zip: Coral Gables, FL 33134

Telephone: (305) 444-0004 Ext. 3022 Fax: (305) 444-9057

FORM A-8.1
AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT
(Ordinance 98-30)

Project No. _____
Project Name: _____ NOT APPLICABLE

I being duly first sworn, upon deposes that _____ has a Board of Directors
Name of Company

which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____ Susan Kelly
Signature — Signature

Witness: _____ By: _____
Signature — Legal Name and Title

The foregoing instrument was acknowledged before me this 22nd day of MAY, 20 02
A. RINCONES, NOTARY PUBLIC

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1ST AVENUE
28TH FLOOR
MIAMI, FLORIDA 33128

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

FORM A-8.2
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Ordinance 98-30)

I being duly first sworn, upon oath deposes that KELLEY SWOFFORD ROY, INC. has a current Affirmative Action Plan and/or
Name of Company
Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 0099-0676 and the expiration date of June 26, 2002.

Witness: Roberta C. Hulce
Signature

Witness: Lee Allen Bell
Signature

Susan Kelley
Signature

By: Susan P. Kelley, President
Legal Name and Title

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2002

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT
By: _____

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: Susan P. Kelley having the title of President

with KELLEY SWOFFORD ROY, INC.

a Florida corporation partnership joint venture.

DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN $5 MILLION

_____ Signature

_____ Date

PLEASE NOTE:

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars, check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1ST AVENUE
28TH FLOOR
MIAMI, FLORIDA 33128

98

Form A-10
PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID
(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and
THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, Susan P. Kelley, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the President (fill in the title of the position held with the Proposer) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes)collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: Susan Kelley
Signature of Affiant

5-22, 20 02
Date

Susan P. Kelley, President
Printed Name of Affiant and Tile

5 9 2 3 0 0 2 4 0
Federal Employer Identification Number

KELLEY SWOFFORD ROY, INC.
Printed Name of Firm

355 Palermo Avenue, Coral Gables, FL 33134
Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this 22nd day of MAY, 20 02.

by Susan Kelley. He/She is personally known to me or has presented

Signature of Notary

DD 06925
Serial Number

A. RINCONES
Print or Stamp Name of Notary

3-3-06
Expiration Date

Notary Public – State of FLA

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

Notary Seal

FORM A-11
EXHIBIT FED-DB1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a bid or offer equal to or exceeding the small purchase threshold for Federal assistance programs, currently $100,000.)

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.0105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it as done so by placing an "X" in the following space_____.

THE BIDDER OR OFFEROR KELLEY SWOFFORD ROY, INC., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Susan P. Kelley
Signature of Participant's Authorized Official

Susan P. Kelley, President
Name and Title of Participant's Authorized Official

5-22-02
Date

Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs') and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
    - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
    - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
    - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
    - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
    - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: Susan Kelley
Signature of Affiant

5-22 20 02
Date

Susan P. Kelley, President
Printed Name and Title of Affiant

59-2300240
Federal Employer Identification Number

Printed Name of Firm

KELLEY SWOFFORD ROY, INC.

Address of Firm

355 Palermo Avenue, Coral Gables, FL 33134

SUBSCRIBED AND SWORN TO (of affirmed) before me this 22 day of MAY ,20 02

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary

DD 096925
Serial Number

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

Print or Stamped Name of Notary

3-3-06
Expiration Date

Notary Public, State of Florida

102

FORM A-13
MIAMI-DADE COUNTY
DOMESTIC VIOLENCE LEAVE AFFIDAVIT

(County Ordinance No 99-5 and Resolution No. R-185-00)

NOT APPLICABLE

I. _____, being first duly sworn state:
Affiant

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: Susan Kelly
Signature of Affiant

5-22 2002
Date

_____
Printed Name of Affiant and Title

___/___-___/___/___/___/___/___/___/
Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 22nd day of MAY, 2002

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary

DD 096925
Serial Number

A. RINCONES
Print or Stamp Name of Notary

3-3-06
Expiration Date

Notary Public – State of FLA

a:\family leave affidavit.doc
REVISED 04/01/98

Notary Seal

A. RINCONES
Notary Public - State of Florida
My Commission Expires Mar 3, 2006
Commission # DD 096925
Bonded By National Notary Assn.

103

FORM A-14
EXHIBIT FED-LB1

LOBBYING CERTIFICATION
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (C) (1)-(2)(A), and person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

The Contractor KELLEY SWOFFORD ROY, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification or disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq. apply to this certification and disclosure, if any.

Susan P. Kelley
Signature of Contractor's Authorized Official

Susan P. Kelley, President
Name and Title of Contractor's Authorized Official

5-22-02
Date

FORM A-15

Marketing & Public Relations Services for Miami-Dade Transit
RFP No. 345

PROPOSAL SUBMITTAL CHECKLIST

The following documents are required to be submitted with the Proposal. Failure to submit these documents with the Proposal may result in the Proposal being non-responsive.

X	1.	Form A-1	Cover Page for Technical Proposal
X	2.	Form A-2	Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
X	3.	Form A-3	Acknowledgement of Addenda
X	4.	Form A-4	Disability Non-Discrimination Affidavit
N/A	5.	Form A-5	Intentionally Omitted
N/A	6.	Form A-6	Intentionally Omitted
X	7.	Form A-7.1	Proposer's Disclosure of Subcontractors and Suppliers
X	8.	Form A-7.2	Proposer's Disclosure of Fair Subcontracting Policies
N/A	9.	Form A-8.1	Affirmative Action Plan Exemption Affidavit
X	10.	Form A-8.2	Affirmative Action Plan/Procurement Policy Affidavit
N/A	11.	Form A-9	Intentionally Omitted
X	12.	Form A-10	Miami-Dade County [illegible]

X	16.	Form A-14	Lobbying Certification
X	17.	Form B-1	Price Proposal Schedule (to be submitted separately from the Technical Proposal)
X	18.	Appendix A	Affirmative Action Requirements

Items Required by Section 3.2 – CONTENTS OF PROPOSAL

X	Table of Contents
X	Executive Summary
X	Minimum Qualifications Requirements
X	Technical Information
X	Experience, Past Performance, Financial Capability & Litigations
X	Key Personnel & Subcontractors Performing Services

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

CERTIFICATION OF ASSURANCE FORM

The proposer, (Name of Company) KELLEY SWOFFORD ROY, INC., hereby gives assurance of meeting the Disadvantaged Business Enterprise goal of twenty per cent (20 %) by utilizing DBE firms in the area(s) of:

1. Professional Services (Engineering, legal, accounting, etc.) 20 percent
2. Construction (Site preparation, concrete work, electrical, etc.) _____ percent
3. Procurement Services (Purchase of materials, supplies, equipment, etc.) _____ percent

(Items 1, 2, and 3 must add up to the above total goal percentage.)

The DBE goal will be achieved by certification of the prime contractor as a DBE; by establishment of a relationship of Association with DBE firms; by utilization of vendors and suppliers of goods and services; by subcontracting; or by joint venture arrangements in conformity with the requirements, terms and conditions of the "Disadvantaged Business Enterprise Contractor Participation provision."

Susan Kelley

Signature

Susan P. Kelley

Name of Proposer (Typed or printed)

President

Title

5-22-02

Date

BEST AND FINAL OFFER

KSR

April 14, 2003

Clerk of the Board
Stephen P. Clark Center
111 N.W. 1st Street
17th Floor, Suite 200
Miami, Florida 33128-1983

RE: MIAMI-DADE TRANSIT RFP #345 – BEST AND FINAL OFFER

Attached is our Best and Final Offer in reference to Miami-Dade Transit RFP#345.

The following information is sent in response to the April 7, 2003 letter from Diana J. Gonzalez, Manager, Contracts & Procurement of Miami-Dade Transit.

The present financial condition of Kelley Swofford Roy, Inc., (KSR) is materially the same as that shown on the balance sheet and income statement of our financial statements dated December 31, 2001 and submitted with our proposal in response to RFP #345 *Marketing and Public Relations Services for Miami-Dade Transit.* Those submitted financial statements are our most recent business financial statements. A copy of those financial statements is enclosed per your request. Financial statements for the 2002 official tax accounting period are not yet completed.

There is no prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer (KSR), any of our employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

Thank you for your attention.

Sincerely,

Susan P. Kelley

Susan P. Kelley
President

Enclosures: Best and Final Offer
Financial Statements – December 31, 2001

Kelley Swofford Roy, Inc.
Advertising Marketing Public Relations
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Coral Gables FL 33134 USA
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KSR

April 14, 2003

Miami-Dade Transit RFP#345

BEST AND FINAL OFFER

Transportation Communications Consortium (TCC)
Kelley Swofford Roy, Inc., (KSR) as Prime Contractor

In our discussion on April 1, 2003, your Negotiations Committee indicated that any incentives the finalists might want to offer should be included in this Best and Final Offer.

The TCC and its Prime Contractor KSR would like to offer Miami-Dade Transit the following **nine incentives** as described below as an additional component to our attached Price Proposal Schedule RFP #345, Form B-1.

Four of these incentives are qualitative and five are quantitative additions to Form B-1.

The ***qualitative*** incentives include:

1. **The TCC partnership will make available to Miami-Dade Transit, as needed, its combined 57-person, professional in-house staff as well as access to our administrative support staff.** We believe this 57-strong professional staff is the largest available marketing communications consulting resource in Miami-Dade County. This gives Miami-Dade Transit the ability to draw on a comprehensive array of marketing services, all provided with TCC's own in-house employee base. TCC's work on your behalf will be supervised at our end by a dedicated account representative team adequate to handle your workload. Account representative time is covered in TCC overhead and is not separately billed to Miami-Dade Transit.

2. **Two of the TCC partners are Miami-Dade County certified minority suppliers.** KSR is certified as a Minority/Women Business Enterprise (M/WBE) and Sonshine Communications, is certified as a Disadvantaged Business Enterprise (DBE), a Minority/Women Business Enterprise (M/WBE) and a Minority/Black Business Enterprise (M/BBE). Also, both KSR and Sonshine Communications are minority certified business

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enterprises with the State of Florida, and have met the criteria and are approved advertising, marketing and communications vendors for the United States General Services Administration (GSA). In addition both of these suppliers are members of the Miami-Dade County "Marketing Services Pool."

3. **Your Miami-Dade Transit creative team will be headed by Tom Langley, KSR's SVP and Creative Director and Mike Tesch, KSR's Associate Creative Director. This is important because both professionals have impressive creative careers including recent award-winning work for Miami-Dade County and Miami-Dade County non-profit organizations.** Tom and Mike produced the award-winning repositioning for FilMiami (the Mayor's Office of Film & Entertainment) and just won a Gold ADDY for KSR's public service television announcement for The Community Partnership for Homeless, Inc. (CPHI). They are currently developing a repositioning marketing campaign for the County's Vizcaya Museum and Gardens. In addition Tom has created a number of award-winning projects for the Miami-Dade Expressway Authority (MDX) over the last few years.

4. **The fact that the Transportation Communications Consortium includes five participating firms will be transparent from your perspective.** KSR will be serving as your primary contact, providing both a dedicated and back-up account representatives for MDT – ensuring swift and efficient communications between TCC and MDT. KSR, Wragg & Casas and Sonshine Communications already have a track record working together for other clients. The addition of Communikatz, Inc., another transportation and public affairs specialist, and Decision Resource, Inc., an established marketing research and polling firm, add depth to the existing Consortium.

   All of the TCC work for Miami-Dade Transit will be combined into one simple monthly statement documenting professional time, services and billings. The monthly invoice will be paid to KSR, who in turn will reimburse the other members of the Consortium.

The ***quantitative*** incentives include:

5. **Consistent with MDT's goal of a "fast start," TCC will immediately kick off the Miami-Dade Transit project with two, one-day marketing workshops, including the key members of the Miami-Dade Transit and TCC teams.** At the first workshop we will review research, positioning and strategy. At the second, TCC will review its

recommendations and together we will develop an action program and time line for our work together. **TCC normally charges $20,000 for these two workshops and the associated analysis and recommendations. As an incentive we will provide them all gratis.**

6. **Each year throughout the duration of the contract TCC will give Miami-Dade Transit a volume-related discount of ten percent (10%) on all professional fees exceeding $100,000 during that year (or established 12-month fiscal period).** The discount will be applied automatically to all subsequent invoices for additional work once MDT reaches the $100,000 professional fee spending level during that 12-month period.

7. **Each year throughout the duration of the contract TCC will give Miami-Dade Transit a volume-related discount on the commission TCC receives on all media placements.** Once media placed by TCC reaches $150,000 during that year (or established 12-month fiscal period), TCC will automatically lower its commission to 12% from the normal 15% on additional commissionable media placed during the remainder of that 12-month period. **This represents a 20% savings.**

8. **TCC has lowered its mark-up on the use of outside suppliers from the traditional 17.65% of the net amount (equal to a 15% mark-up on the gross amount) to 15% of the net amount (equal to a 12.75% mark-up on the gross amount.)** **This represents a 15% savings** on the mark-up of services provided by outside suppliers such as printing, photography, post production services, film output, stock music, advertising specialties and fulfillment.

9. **TCC will offer MDT a 15% discount off its normal rates for any additional projects not listed here or in our Form B-1 Price Proposal Schedule.**

All of us at TCC are looking forward to the opportunity to work with Miami-Dade Transit. We are believers in public transportation and are confident that our partnership can successfully increase the public's awareness, interest and preference for public transportation. Our goal is to build "share of mind" for Miami-Dade Transit because our philosophy is that "share of mind leads to share of market." Thank you for considering this "Best and Final Offer!"

Susan P. Kelley

Susan P. Kelley, President, Kelley Swofford Roy, Inc.

April 14, 2003
Date

FORM B-1

PRICE PROPOSAL SCHEDULE

REQUEST FOR PROPOSALS (RFP) No. 345

FOR

MARKETING AND PUBLIC RELATIONS SERVICES

FOR

MIAMI-DADE TRANSIT

Please see note on second page of this form.

CRITERIA	HOURLY RATE	
Artist	$ 90 - 150	
Copywriter	$ 50 - 125	
Proof Reading	$ 40	
Creative/Concept Development	$ 120 - 175	
Art Director	$ 90 - 150	
Production Supervision	$ 45	
Photography	$ 1,200 - 2,000	excluding out-of-pocket, e.g., film, props, talent assistants.
Video Production	$ Per project basis.	
Special Event, Planning and Management	$ 65 - 100	
Media Planning, Production and Placement	$ 65	
Marketing Research	$ 80 - 200	
Website Design	$ 60 - 140	
Website Maintenance	$ 60 - 90	
Filming/Video Production Supervision	$ 75	
Storyboard Creation	$ 60	
Translations	$ .20 - .35	Per Word (Straight translations)*
Commission Percentage	$ 15 **	%

**Please see #8 on attached Best and Final Offer document

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*"Trans-creations" of advertising or public relations (e.g., for scripts, ads, releases) are charged on a per project basis - charged as copywriting.

Revised FORM B-1
Price Proposal Schedule
RFP No. 345

The undersigned Proposer certifies that this proposal is submitted in accordance with the specifications and conditions governing this Request for Proposals and that the Proposer will accept any award made as a result of this Proposal.

Firm Name: KELLEY SWOFFORD ROY, INC.

Street Address: 355 Palermo Avenue

City, State, Zip Code: Coral Gables, FL 33134

Telephone Number: (305) 444-0004 Ext. 3022

Authorized Signature: Susan P. Kelley May 22, 2002 Susan Kelley April 14, 2003

Print Name: Susan P. Kelley

Title of Officer: President

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Kelley Swofford Roy charges for its professional time on an hourly basis using the fee schedule included in this Price Proposal. However, monthly fees for professional time will not exceed a negotiated monthly budget amount without the written authorization of the client.

Expense reimbursement for long distance phone, fax, Internet charges, data movement, wire services, clipping services, courier, postage, distribution costs, copy and reproduction work, exhibit space rentals, booth design and set-up, travel, lodging, meals, and entertainment are billed at cost based on prior agreement with the client on a monthly budget. When KSR uses outside suppliers, those net charges are marked up 15% to cover the agency commission.

The rates quoted in this Price Proposal are the same rates that KSR charges for services provided to Miami-Dade County for our work as a member of the Miami-Dade County "Marketing Services Pool." These rates are significantly less than our rates for private clients.

C O N F I D E N T I A L

KELLEY SWOFFORD ROY, INC.
MIAMI, FLORIDA

FINANCIAL STATEMENTS AND ACCOUNTANTS' COMPILATION REPORT

December 31, 2001

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Supplementary Information
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VGCPA VERDEJA & GRAVIER

LEONARDO GRAVIER, C.P.A.
LEONARDO D. GRAVIER, C.P.A.
FRANK O. SOCARRAS, C.P.A.
OCTAVIO A. VERDEJA, C.P.A.
OCTAVIO F. VERDEJA, C.P.A.

PEDRO M. de ARMAS, C.P.A.
ALEJANDRO D. GRAVIER, C.P.A.
CARMEN LLANO-GOMEZ, C.P.A.
JUAN A. RODRIGUEZ, C.P.A.

Board of Directors
Kelley Swofford Roy, Inc.
Miami, Florida

We have compiled the accompanying balance sheet of Kelley Swofford Roy, Inc. as of September 30, 2001, and the related statement of income and retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The Company, with consent of its shareholders, has elected under the Internal Revenue code to be an "S" corporation. In lieu of corporate income taxes, the shareholders of an "S" corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Verdeja & Gravier

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
April 22, 2002

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
[illegible] CORAL GABLES FL 33134 OFFICE: 305 446 3177 • FAX: 305 446 6319 www.[illegible]

KELLEY SWOFFORD ROY, INC.
BALANCE SHEET
(READ ACCOUNTANTS' COMPILATION REPORT)
DECEMBER 31, 2001

ASSETS

CURRENT ASSETS	
Cash	$ 202,154
Accounts Receivable	1,088,948
Due from related parties and other current assets	65,466
	1,356,568
PROPERTY AND EQUIPMENT	224,667
Less accumulated depreciation	(134,140)
	90,527
Deposits	10,905
	$ 1,458,000

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Accounts payable and accrued expenses	$ 604,172
Line of Credit Due on Demand	230,000
Customers' deposits payable	87,439
TOTAL CURRENT LIABILITIES	921,611
DUE TO STOCKHOLDERS	171,589
	1,093,200
STOCKHOLDERS' EQUITY	
Common Stock, $5 par value, 100 shares issued and outstanding	500
Retained Earnings	364,300
	364,800
	$ 1,458,000

The accompanying notes are an integral part of these financial statements.

KELLEY SWOFFORD ROY, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
(READ ACCOUNTANTS' COMPILATION REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2001

Revenue	
Media and Production	$ 6,213,534
Less: Costs	(3,909,213)
	2,304,321
Expenses	
Selling, general and administrative expenses	2,138,312
Depreciation and amortization	42,000
	2,180,312
	124,009
Interest income (expense), net	(8,371)
NET INCOME	115,638
Retained earnings at beginning of year	272,662
Distributions to Stockholder	(24,000)
Retained earnings at end of year	$ 364,300

The accompanying notes are an integral part of these financial statements.

KELLEY SWOFFORD ROY, INC.
STATEMENT OF CASH FLOWS
(READ ACCOUNTANTS' COMPILATION REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2001

Cash Flows from Operating Activities:	
Net income	$ 115,638
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	42,000
Decrease in accounts receivable	18,898
Decrease in due from related parties and other current assets	30,285
Increase in deposits	(10,905)
Decrease in accounts payable and accrued expenses	(124,430)
Increase in customers' deposits payable	79,500
Distribution to stockholders	(24,000)
Total adjustments	11,348
Net Cash Provided by Operating Activities	126,986
Cash Flows From Investing Activities:	
Acquisition of property and equipment	(58,591)
Net Cash Used by Investing Activities	(58,591)
Cash Flows From Financing Activities:	
Increase in Line of Credit	100,000
Increase in Due to Stockholders	125,000
Net Cash Provided by Financing Activities	225,000
Net increase in cash and cash equivalents	293,395
Cash and cash equivalents, at beginning of year	(91,241)
Cash and cash equivalents, at end of year	$ 202,154

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES AND OPERATIONS

Kelley Swofford Roy, Inc. was incorporated in the State of Florida in June 1983. The Company operates as an advertising and public relations agency.

Property and Equipment:

Property and equipment are recorded at cost and depreciated over the estimated useful life of the property on the straight-line method. (See Note 2)

Customers' Deposits Payable:

Customers' Deposits Payable consists of amounts deposited by customers towards the payment of media and production.

Income Taxes

The Company is an "S" Corporation and as such, is not a taxable entity. Any income or loss is passed through to the stockholders and taxed at their respective rates.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - PROPERTY AND EQUIPMENT

Property and equipment consists mainly of furniture and equipment as indicated below:

Description	Life	2001
Furniture & Equipment	5 - 7 years	$ 224,667
Less accumulated depreciation		(134,140)
		$ 90,527

NOTE 3 - LINE OF CREDIT

The Company has a line of credit of $250,000 due to a financial institution, at a variable interest rate, and due on demand. On December 31, 2001 the balance due was $230,000.

NOTE 4 - RELATED PARTY TRANSACTIONS

The Company had advanced several related companies $56,652 as of December 31, 2001, and had loans from stockholders of $171,589 as of December 31, 2001.

SUPPLEMENTARY INFORMATION

KELLEY SWOFFORD ROY, INC.
SCHEDULE OF SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES
(READ ACCOUNTANTS' COMPILATION REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2001

Salaries	$ 1,395,460
Auto	20,047
Computer Services	35,030
Insurance	64,504
Professional Fees	102,949
Office	46,442
Rent	76,220
Telephone	34,096
Travel & Entertainment	15,066
Other	348,498
	$ 2,138,312