



# MEMORANDUM

TC

Agenda Item No. 4 (A)

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

DATE: March 11, 2004

FROM: George M. Burgess  
County Manager

SUBJECT: Request to reject proposals for RFP 427, Financial Consulting Services for Citizens' Independent Transportation Trust and to re-advertise as RFP No. 427A

## RECOMMENDATION

It is recommended that the two proposals submitted in response to Request for Proposals (RFP) 427, Financial Consulting Services for Citizens' Independent Transportation Trust, be rejected. Further, it is recommended that the RFP, as RFP No. 427A, attached in substantially completed form and prepared by the Department of Procurement Management for the Office of Citizens' Independent Transportation Trust, be re-solicited for advertisement with a selection factor as determined at the February 25, 2004 Review Committee meeting.

RFP TITLE: Financial Consulting Services for Citizens' Independent Transportation Trust

RFP NO.: 427A

DESCRIPTION: This RFP is being issued to obtain proposals from qualified firms to provide financial consulting services in such areas as accounting, rate and fee studies, cost/benefit analyses, financial and financing analyses and feasibility studies to the Citizens' Independent Transportation Trust and its staff (Office of Citizens' Independent Transportation Trust).

CURRENT CONTRACT EXPIRES: There is no current contract for these services.

FUNDING SOURCE: 100% Charter County Transportation Surtax Proceeds

COST ESTIMATE: \$500,000 annually  
The actual amount will depend on the work orders issued, but will not exceed the stated amount.

TERM: Three years with two, one-year options to renew at the County's sole discretion.

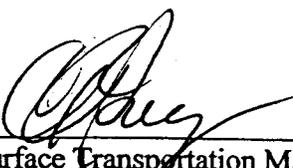
USING/MANAGING AGENCY: Office of Citizens' Independent Transportation Trust

REVIEW COMMITTEE: Pending Review Committee on February 25, 2004.

EST. ADVERTISEMENT DATE: Ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor

**BACKGROUND**

The request to advertise RFP 427 for Financial Consulting Services for Citizens' Independent Transportation Trust was approved at the January 20, 2004 BCC and was subsequently issued by the Department of Procurement Management. Two responses were received: Isela Monteagudo, C.P.A., P.A. and Odeon Group, Inc. The RFP was a set-aside for Women Business Enterprises (WBEs) and both proposals were deemed to be in compliance with the WBE Participation Provisions by the Department of Business Development (DBD). However, the Evaluation/Selection Committee, upon completing its task of evaluating the proposals, recommended that both proposals be rejected and that the RFP be re-solicited. The Committee's recommendation was based on the unacceptably low technical scores of the proposals as detailed in the Evaluation/Selection Committee Chairperson's Memorandum to the County Manager dated February 13, 2004, attached for reference. The Committee suggested that the solicitation be open to participation from other groups in the women/minority programs with a contract measure such as a Selection Factor.

  
\_\_\_\_\_  
Surface Transportation Manager



# MEMORANDUM

(Revised)

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

**DATE:** April 13, 2004

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

**SUBJECT:** Agenda Item No.

Please note any items checked.

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

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

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO REJECT THE PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS NO. 427 AND TO ADVERTISE REQUEST FOR PROPOSALS NO. 427A FOR AND ON BEHALF OF MIAMI-DADE COUNTY TO OBTAIN FINANCIAL CONSULTING SERVICES FOR CITIZENS' INDEPENDENT TRANSPORTATION TRUST, TO EXERCISE ANY CANCELLATION AND RE-ADVERTISEMENT PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS 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 rejection of proposals for Request for Proposals No. 427 and approves the advertisement of Request for Proposals No. 427A, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to advertise same for and on behalf of Miami-Dade County and to exercise any cancellation and re-advertisement provisions and any other rights contained therein.

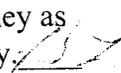
The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

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 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

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



# MEMORANDUM

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

**DATE:** February 13, 2004

**FROM:** Rita A. Silva, <sup>ph</sup> Chairperson  
Evaluation/Selection Committee

**SUBJECT:** Report of Evaluation/Selection  
Committee for Financial Consulting  
Services for Citizens' Independent  
Transportation Trust  
**RFP No. 427**

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

**Project No.:** 427

**Project Title:** Financial Consulting Service for Citizens' Independent Transportation Trust (CITT)

**Purpose of the RFP:** To obtain financial consulting services by a firm to provide exclusive services to the CITT. The financial consultant will provide support services to include such areas as accounting, rate and fee studies, cost/benefit analyses, financial and financing analyses and feasibility studies to the CITT and its staff.

**Term of contract:** Three year period plus two, one-year options to renew the term at the County's sole discretion.

**Review Committee:** The Review Committee meeting of January 20, 2004 recommended a Women Business Enterprise (WBE) set-aside.

**Date of BCC approval to issue and advertise:** January 20, 2004

**Number of solicitations and announcements issued:**

71 RFP's downloaded from Department of Procurement Management's website

0 RFP's picked-up from the Vendor Information Center

5 advertisements in periodicals

172 announcements issued to potential proposers

**Date of Pre-Proposal Conference:** February 4, 2004

**Number of addenda and dates issued:** Addendum No. 1 issued February 2, 2004; Addendum No. 2 issued February 5, 2004; Addendum No. 3 issued February 9, 2004

**Deadline for receipt of proposals:** February 12, 2004

**Number of proposals received:** 2

**Name of Proposers:**

1. Isela Monteagudo, C.P.A., P.A.
2. Odeon Group, Inc.

**Evaluation/Selection Committee meeting dates:** February 12, 2004 (“kick-off” meeting) and February 13, 2004 (technical evaluation)

**DBD Verification of eligibility or compliance with Contract Measures:** A copy of each proposal was provided to DBD on February 12, 2004. A memorandum from Marsha Jackman, Director, DBD, dated February 13, 2004 states that Isela Monteagudo, C.P.A., P.A. and Odeon Group, Inc. are in compliance with the WBE Participation Provisions.

**Local Preference:** Local Preference was not considered as the Committee decided not to recommend either proposal, as further described below.

**Summary of Evaluation/Selection scores:**

Technical scores (max. 400 points):

<u>Proposer</u>	<u>Technical Score</u>
1. Odeon Group, Inc.	157
2. Isela Monteagudo, C.P.A., P.A.	104

The Committee decided not to hold oral presentations or to further consider either firm based on the technical scores of 157 and 104 which represented 39% and 26%, respectively, of the total available technical points (400). Accordingly, the Committee did not open price proposals for either firm. Therefore, the above scores are the total final scores.

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

**Committee Recommendation:**

Based on the technical scores, the Committee recommends that both proposals be rejected and that the County re-solicit the RFP. The Committee also suggests that the solicitation be open to participation from other groups in the women/minority programs with a contract measure such as a Selection Factor.

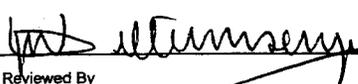
cc: Evaluation/Selection Committee

**RFP 427**  
**Financial Consulting Services for the Citizen's Independent Transportation Trust (CITT)**  
**Evaluations of Proposals**

**COMPOSITE**

SELECTION CRITERIA	PROPOSERS		
		Isela Monteagudo, C.P.A., P.A.	Odeon Group Inc.
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP and experience and qualifications of individuals, including subcontractors, that will be assigned to this project (40 Points/200 Maxium)		56	83
Proposer's approach to provide the type of services described in this RFP (40 Points/200 Maximum)		48	74
SUB-TOTAL POINTS		104	157
PRICE (20 Points/100 Points)		<del>                    </del>	<del>                    </del>
TOTAL POINTS (500)		<del>                    </del>	<del>                    </del>


2/17/04  
 Chairperson DATE


2/17/04  
 Reviewed By DATE

RFP 427  
**Financial Consulting Services for the Citizens' Independent Transportation Trust (CITT)**  
**Evaluations of Proposals**

**Michael Abrams**

SELECTION CRITERIA	PROPOSER'S	Isela Monteagudo, C.P.A., P.A.	Odeon Group Inc.
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP and experience and qualifications of individuals, including subcontractors, that will be assigned to this project 40 Points		8	12
Proposer's approach to provide the type of services described in this RFP 40 Points		2	9
SUB-TOTAL POINTS		10	21
PRICE 20 POINTS		<del>                    </del>	<del>                    </del>
TOTAL POINTS		<del>                    </del>	<del>                    </del>









**REQUEST FOR PROPOSALS  
FOR**

**Financial Consulting Services for the  
Citizens' Independent Transportation Trust (CITT)**

**RFP No. 427a**

PRE-PROPOSAL CONFERENCE TO BE HELD ON  
\_\_\_\_\_, 2004 at \_\_\_\_ p.m. (local time)  
at  
111 NW 1<sup>st</sup> Street, 18<sup>th</sup> Floor, Conf. Rm. \_\_\_\_  
Miami, Florida

ISSUING DEPARTMENT:  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
for  
Office of Citizen's Independent Transportation Trust

Contracting Officer: Rita A. Silva  
Telephone: (305) 375-1081

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN

Thursday, \_\_\_\_\_, 2004 at 2:00 p.m. (local time)  
at  
CLERK OF THE BOARD  
STEPHEN P. CLARK CENTER  
111 NW 1<sup>st</sup> STREET, 17<sup>TH</sup> FLOOR, SUITE 202  
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT  
WEBSITE: <http://www.miamidade.gov/dpm>

REV.2/17/04

**TABLE OF CONTENTS**

**Section**

- 1.0 Overview and Proposal Procedures**
- 2.0 Scope of Services**
- 3.0 Proposal Format**
- 4.0 Evaluation/Selection Process**
- 5.0 Form of Agreement**
- 6.0 Attachments**
  - Form A-1 Cover Page for Technical Proposal
  - Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
  - Form A-3 Acknowledgment of Addenda
  - Form A-4 Disability Non-Discrimination Affidavit
  - Form A-5 Local Preference Information
  - Form A-7.1 Proposer’s Disclosure of Subcontractors and Suppliers
  - Form A-7.2 Proposer’s Disclosure of Fair Subcontracting Policies
  - Form A-8.1 Affirmative Action Plan Exemption Affidavit
  - Form A-8.2 Affirmative Action Plan/Procurement Policy Affidavit
  - Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Proposers not in Arrears Affidavit
  - Form A-12 Code of Business Ethics
  - Form A-13 Domestic Violence Leave Affidavit
  - Form B-1 Price Proposal Schedule (to be submitted separately from the Technical Proposal)
  - Appendix A Participation Provisions (Black Business Enterprise Program, Hispanic Business Enterprise Program and Women Business Enterprise Program)

**DEFINITIONS**

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

- a) The words “Contractor” or “Consultant” to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as “the prime Contractor” or “the prime Consultant”.
- b) The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word “Department” to mean Office of Citizen’s Independent Transportation Trust (OCITT).
- d) The words “Proposer”, “Submitter” or “Respondent” to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words “Scope of Services” or “Scope of Work” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word “Solicitation” to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- g) The words “Subcontractor” or “Subconsultant” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- h) The words “Work”, “Services”, “Program”, “Project” or “Engagement” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- i) The words “Work Order” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

## SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

### 1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, herein referred to as the "County", as represented by the Office of Citizens' Independent Transportation Trust (OCITT), is seeking proposals to provide financial consulting services. The selected Consultant shall provide financial analyses to the Citizens' Independent Transportation Trust (CITT) and its staff (OCITT). There are restrictions on the selected Consultant and any subcontractors having other County contracts as detailed in Section 2.1(A), herein. Additionally, the required qualifications of the selected Consultant are detailed in Section 2.1(B), herein.

It is anticipated that the County will issue an agreement for a three (3) year period with two (2), one (1) year options to renew the term at the County's sole discretion.

### 1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:

Pre-Proposal Conference: \_\_\_\_\_, 2004 at \_\_\_\_\_ p.m. (Local Time)  
Location: 111 NW 1<sup>st</sup> Street, 18<sup>th</sup> Floor, Conf. Rm. \_\_\_\_

Deadline for receipt of questions:

Deadline for receipt of proposals: Friday, \_\_\_\_\_, 2004 at 2:00 p.m. (Local Time)  
(See Section 1.4 for location)

Evaluation/Selection process:

Oral presentations, if conducted:

Projected Award Date:

Projected contract start date:

### 1.3 RFP AVAILABILITY

The solicitation package is available at no cost on-line at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or through Department of Procurement Management - Vendor Information Center (VIC), 111 NW 1st Street, Suite 112, Miami, FL 33128-1919 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or VIC risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (see Section 1.8).

### 1.4 PROPOSAL SUBMISSION

**One unbound original and 10 bound copies (a total of 11)** of the complete proposal (both the technical and price proposals) must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2)**. All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing.

The technical proposal (original and all copies) and the price proposal (original and all copies sealed in its own individual envelope), must be submitted together in a sealed container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays. (However, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County.) Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the technical and price proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

### **1.5 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event please call Jason Martinez, DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

### **1.6 CONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or

- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [CLERKBCC@MIAMIDADE.GOV](mailto:CLERKBCC@MIAMIDADE.GOV).

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this RFP is:

Name and Title: Rita A. Silva, Sr. Procurement Contracting Officer  
 Name of Agency: Department of Procurement Management  
 Address: 111 NW 1<sup>st</sup> Street, Suite 1375, Miami, FL 33128  
 Telephone: (305) 375-1081  
 Fax: (305) 375-1083  
 E-Mail: [rita2@miamidade.gov](mailto:rita2@miamidade.gov)

**1.7 CONTRACT MEASURES**

This contract includes participation provisions for Miami-Dade County Certified Black Business Enterprises (BBEs), Hispanic Business Enterprises (HBEs), and/or Women Business Enterprises (WBEs) as follows:

**BBE, HBE, WBE Selection Factor**

Refer to **Appendix A**, Miami-Dade County Black, Hispanic & Women Business Enterprises Participation Provisions for definitions, explanations and instructions. The participating BBE, HBE and/or WBE firms or joint ventures must have a valid Miami-Dade County certification by the proposal submittal deadline of this solicitation, as well as, meet all other requirements as stipulated in Appendix A.

**1.8 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where

there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's VIC or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

**1.9 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit is required for this RFP.

**1.10 MODIFIED PROPOSALS**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

**1.11 WITHDRAWAL OF PROPOSALS**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

**1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

**1.13 RFP POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**1.14 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

**1.15 BUSINESS ENTITY REGISTRATION**

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering,

contact the **VIC at (305) 375-5773**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

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.

**1.16 ORAL PRESENTATIONS**

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

**1.17 PROPOSER REGISTRATION AFFIDAVIT**

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees.

**NOTE:** Other than for the Oral Presentation, Proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

**1.18 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

**1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal nonresponsive.

**1.20 NEGOTIATIONS**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

**1.21 RIGHTS OF PROTEST**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the

21

Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

B. Award Recommendations Over \$25,000 and up to \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

**1.22 LOCAL PREFERENCE**

The evaluation and ranking of proposals is subject to Ordinance No. 01-21 and Resolution No. R-514-02, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business. Local business means the Proposer has a valid occupational license issued by Miami-Dade County or Broward County, at least one year prior to the proposal due date, to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for

the purpose of establishing said physical address. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

**1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

**1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

**1.25 CRIMINAL CONVICTION**

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

**1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED**

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

**1.27 INSPECTOR GENERAL REVIEWS**

**A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a

result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

**B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW**

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

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

**1.28 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS**

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

**FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.**

**1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)**

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and

comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

### **1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

### **1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS**

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

### **1.33 CODE OF BUSINESS ETHICS**

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do

business with Miami-Dade County shall have or 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 (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

**1.34 BANKRUPTCY**

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

**1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT**

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, 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. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

**1.36 COUNTY USER ACCESS PROGRAM (UAP)**

**A. User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**B. Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**1.37 TRANSIT CONTRACTS REQUIRE CITT APPROVAL**

Add language regarding CITT approval for contracts.

**1.38 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS**

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the

Proposer must contact the **Clerk of the Board** at (305) 375-5126.

## SECTION 2.0 - SCOPE OF SERVICES

### 2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, herein referred to as the "County", as represented by the Office of Citizens' Independent Transportation Trust (OCITT), is seeking proposals to provide financial consulting services. The selected Consultant shall provide financial analyses to the Citizens' Independent Transportation Trust (CITT) and its staff (OCITT).

It is anticipated that the County will issue an agreement for a three (3) year period with two (2), one (1) year options to renew the term at the County's sole discretion.

#### A. Restrictions on Other County Contracts

The selected Consultant, during the term of any contract issued as a result of this RFP, including any option years:

- Cannot be a prime contractor (i.e., have an executed contract) with any other department, agency, instrumentality, etc. of the County; and
- Cannot be a subcontractor on any contract with the County's Transit Agency, Metropolitan Planning Organization (MPO), or Public Work's Department.

Further, any subcontractor utilized by the selected Consultant to perform any portion of the services requested herein, during the term of any contract issued as a result of this RFP, including any option years:

- Cannot be a prime contractor (i.e., have an executed contract) with the County's Transit Agency, Metropolitan Planning Organization (MPO), or Public Work's Department.

Note: There is no restriction on a subcontractor utilized by the selected Consultant serving as a subcontractor on a contract with any department, agency, instrumentality, etc. of the County.

#### B. Qualifications

The selected Consultant should meet the following requirements:

- a) the Project Manager must be a CPA, licensed financial planner and/or equivalent;
- b) staff must be available immediately following contract execution;
- c) sufficient and appropriate staff must be assigned to complete each work order within the required timelines;
- d) staff must possess the necessary professional background, credentials and experience to perform accounting, auditing (including forensic auditing), financial analysis (including cost/benefit analysis, rate and fee studies, financing, feasibility studies, etc.); and
- e) experience with public sector financing (governmental programs) is preferable.

#### C. County Government

Miami-Dade County government provides countywide services to 2.25 million residents, and city services to the 1.2 million people who reside in the unincorporated areas. The County employs approximately 29,000 workers. County responsibilities span a large number of "business" lines and are accomplished through an organizational structure consisting of over 40 separate departments whose combined operating budgets exceed \$3 billion. Additional information regarding County government, including its organization and budget, is available online through the County's Internet Portal at [www.miamidade.gov](http://www.miamidade.gov).

#### D. Department Functions

The OCITT is responsible for the County's overall public transportation agenda. OCITT's mission is to

promote, pursue, and initiate a seamless and efficient, inter-modal mass transit system that enhances mobility throughout the County and region. As such, OCITT is responsible for the strategic management, coordination, and direction of all public transportation efforts for Miami-Dade County, at the local, regional, state, and federal level. The major components of the County's public transportation agenda is the People's Transportation Plan (PTP), a massive \$17 billion capital transportation expansion program. The PTP encompasses the doubling of Miami-Dade County's existing bus fleet; the addition of 88.9 miles of new rapid transit lines; the replacement of the county's traffic signalization system; the operation and maintenance of Miami-Dade Transit (MDT) and new improvements, complying with federal and state regulations; and the creation of thousands of transit and construction related jobs over the next 25 years.

**2.2 PROJECT DESCRIPTION AND OBJECTIVES**

**A. General Scope of Services**

As needed, services by work order, to include such areas as accounting, rate and fee studies, cost/benefit analyses, financial and financing analyses and feasibility studies.

**B. Initial Project Description and Objectives**

The primary objectives of the project are to assist the CITT in carrying out its fiduciary responsibilities by conducting a review of the 30-year and 5-year pro forma; reviewing departmental actuals and budgets for consistency with the PTP, corresponding legislation and the financial projections contained in the pro forma; and recommending procedures for monitoring the use of funds by departments and municipalities. At the County's option, the selected Consultant may also review contracts and proposed changes to the PTP for consistency with legislation and the pro forma.

Review the County's Fiscal Year 2003/2004, 2002/2003 actuals, 2004/2005 budgets and the 30 year/5 Year pro forma financial projections, to assess compliance with the resolutions, ordinances, and the PTP as requested by the CITT. The review is to include the various Maintenance of Effort and limitations on usage provisions of the resolutions and ordinances. Objective is to identify exceptions or deviations with recommendations as appropriate.

The selected Consultant shall review and become familiar with Resolutions R736-02, R614-03, Ordinances 02-116 and 02-117 (copies provided), and the PTP to complete this project. The selected Consultant shall also make recommendations for modifications where appropriate.

The selected Consultant shall be available, when requested, to present its progress, findings or final report to the OCITT, CITT, the Board of County Commissioners and subcommittees of both.

**2.3 REQUIRED TASKS AND DELIVERABLES**

The selected Consultant shall:

- Task 1 - Conduct a review of the 30-year and 5-year pro forma, to include
  - Validate underlying methodology used to develop projections
  - Validate assumptions regarding revenues and expenses
  - Identify vulnerabilities in methodology and assumptions
  - Recommend adjustments

Deliverable: Final report of all findings and recommendations.

- Task 2 - Review County departments' actual use of sales tax dollars in FY 02/03 and FY 03/04 for
  - Compliance with the PTP and corresponding legislation, to include determining whether funds are used for activities included in the PTP and whether the required maintenance of effort has been provided

- Consistency with the pro forma.  
Deliverable: Final report of all findings and recommendations.

Task 3 - Provide financial guidance to OCITT on the development of departmental budgets for FY 04/05 to ensure compliance with the PTP and corresponding legislation as well as consistency with the pro forma. (This Task is limited to 50 hours of financial guidance for pricing purposes. Any further hours required may be utilized under the optional services portion below.)

Task 4 - Review the OCITT's procedures for reviewing the use of sales tax dollars by County departments and funded municipalities; provide recommendations for improvement.  
Deliverable: Final report of all findings and recommendations.

**2.4 OPTIONAL SERVICES**

**A. Assignment of Optional Services**

The County may assign optional services, as needed, to the selected Consultant through work orders, at the County's discretion. After the scope of a project has been defined by the County with the assistance of the selected Consultant, the County may request a written estimate from the selected Consultant, which shall include the following:

- description of the project
- description of the project's scope
- staff performing the work, each person's job title, hourly rate and estimated number of hours each will spend on the project
- estimated date of project completion
- estimated cost per staff person (based on agreed rates)
- estimated out-of-pocket costs, if any
- estimated total for the project
- a "not-to-exceed" cost for the project

The written estimate, including the not-to-exceed cost, must be provided no later than ten days after request. After the County reviews the cost estimate, the County will either make changes to the project (which may require negotiations on the project with the selected Consultant), approve the project as submitted, or cancel the project. All costs associated with estimating a project shall be borne by the selected Consultant and the selected Consultant shall not have any claim, financial or otherwise, against the County as a result of the County modifying or canceling a project. The County, in its sole discretion, may modify the scope of a project at any time at no cost and shall only pay for work actually performed by the selected Consultant.

**B. Optional Services**

The selected Consultant may be required to perform the following projects at the County's sole discretion:

1. Provide financial guidance to OCITT on the development of departmental budgets for FY 05/06 to ensure compliance with the PTP and corresponding legislation as well as consistency with the pro forma.
2. Provide financial guidance to OCITT on the development of departmental budgets for FY 06/07 to ensure compliance with the PTP and corresponding legislation as well as consistency with the pro forma.
3. Review proposed changes to the PTP for compliance with corresponding legislation and consistency with the pro forma.  
Deliverable: Final report of all findings and recommendations.
4. Review contracts for compliance with corresponding legislation and consistency with the pro forma.  
Deliverable: Final report of all findings and recommendations.

5. Any other financial consulting services.

## SECTION 3.0 - PROPOSAL FORMAT

### 3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

### 3.2 CONTENTS OF PROPOSAL

The proposal must consist of two separate parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

#### A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the Proposer's ability to perform the work requested in this RFP;
- (b) a history of the Proposer's background and experience in providing similar services;
- (c) the qualifications of the Proposer's personnel to be assigned to this project;
- (d) the subcontractors or subconsultants and a brief history of their background and experience;
- (e) any exceptions to this RFP; and
- (f) any other information called for by this RFP which the Proposer deems relevant.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Proposer's Experience and Past Performance

- (a) Describe the Proposer's organizational structure and the Proposer's past performance and experience, in general. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- (b) Describe the Proposer's past performance and experience specifically related to the financial consulting services requested in the Scope of Services (Section 2.0).
- (c) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
  - (i) the client,

- (ii) description of work,
- (iii) total dollar value of the contract,
- (iv) contract duration,
- (v) customer contact person and phone number for reference,
- (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and
- (vii) the results of the project.

Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.

- (d) The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts."

**Additionally, the County will review this information to determine whether the Proposer meets the requirements of Section 2.1(A), Restrictions on Other County Contracts.**

List and describe all past and present contracts Proposer either has performed or is performing work on for Miami-Dade County and include:

- (i) whether the Proposer was/is the prime contractor or a subcontractor;
  - (ii) the name of the County Department/Agency/Instrumentality which administers or administered the contract(s);
  - (iii) the contact person(s) on the contract(s) and their telephone number;
  - (iv) the dates covering the term of the contract(s);
  - (v) the dollar value of the contract(s);
  - (vi) the nature of the contract (i.e., description of the scope of services); and
  - (vii) for present contracts which would violate the "**Restrictions on other County Contracts**" (see Section 2.1(A)), describe in detail the Proposer's ability and willingness to terminate the contract, including any penalties which may be incurred by the Proposer.
- (e) Provide a copy of the work product (i.e., reports, recommendations, etc.) produced by Proposer for at least one of the above described contracts that Proposer has completed.

#### 5) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Identify the proposed Project Manager(s) and describe the individual(s) experience, qualifications and other vital information, including relevant experience on previous similar projects. Indicate how long he/she has been employed by Proposer and how long this person has functioned in this capacity.
- (d) Indicate how many other projects, the nature of the projects and his or her role in the projects that the proposed Project Manager(s) will be handling while working on the County's project. Indicate how much time the proposed Project Manager(s) spends away from his or her base office traveling.
- (e) Describe the experience, qualifications and other vital information, including relevant experience on

previous similar projects, of all key individuals (other than the Project Manager) and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.

- (f) Provide a copy of the applicable license (i.e., CPA, Financial Planner, or equivalent) for the Project Manager(s). Provide a copy and describe any other relevant licenses and/or certifications obtained by Proposer and/or key staff who will be providing services under this contract.
- (g) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

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

6) Technical Information

- (a) Describe Proposer’s ability to provide the Scope of Services (Section 2.0), including the Proposer’s ability to have the appropriate staff available to start immediately upon contract execution. Describe the Proposer’s project plan, methodology, policies, procedures and techniques to be used in performing the services described in the Scope of Services. The Proposer shall also describe its approach to project organization/management, establishing priorities, managing conflicting opinions, obtaining consensus, etc.
- (b) Provide a preliminary project schedule, identifying specific key tasks and anticipated duration, for Tasks 1, 2, and 4 indicated in Section 2.3. Include information regarding which key personnel shall be assigned to each Task 1-4 and the Proposer’s ability to ensure sufficient key personnel will be available for this project immediately following contract execution and as needed, to complete work orders within the required timelines.
- (c) Describe the proposed project deliverables (outlining key sections) for each Tasks 1, 2 and 4 indicated in Section 2.3.
- (d) Describe Proposer’s efforts to retain the Project Manager(s) (and any other key personnel) it will assign to the County for this project and how Proposer intends to minimize the effect to the County should a transition to a new Project Manager (or other key personnel) become necessary.
- (e) Describe any other financial consulting services, other than the tasks indicated in Section 2.0, that the Proposer can offer to the County.

7) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations  
**(see Section 1.17)**
- Form A-3 Acknowledgement of Addenda **(see Section 1.8)**
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information **(see Section 1.22)**
- Form A-7.1 Proposer’s Disclosure of Subcontractors and Suppliers **(see Section 1.29)**
- Form A-7.2 Proposer’s Disclosure of Fair Subcontracting Policies **(see Section 1.30)**
- Form A-8.1 Affirmative Action Plan Exemption Affidavit (if applicable) – **(see Section 1.32)**

- Form A-8.2 Affirmative Action Plan Affidavit (see Section 1.32)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

In addition, the Proposer must follow the instructions for the BBE, HBE and/or WBE participation provisions described in Section 1.7 "Contract Measures" and the instructions of the attached Appendix A "Participation Provisions", and complete, sign as required, and submit with proposal any required form(s) as may be applicable.

**B. PRICE PROPOSAL**

The Proposer must submit the Price Proposal in a **sealed** envelope clearly marked "**PRICE PROPOSAL**", together with the Proposer's name, RFP Number and RFP title. The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion.

If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

The Price Proposal must contain all information required on the Price Proposal Schedule and shall consist of one original and ten copies.

**3.3 PROPOSAL PREPARATION REQUIREMENTS**

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of two separate parts: a) Technical Proposal (original and all copies), and b) sealed Price Proposal (original and all copies). The Technical Proposal and the sealed Price Proposal both must be submitted in a sealed container that should be addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFP No.: 427a RFP Title: Financial Consulting Services Proposal Due Date:	

35

**SECTION 4.0 - EVALUATION/SELECTION PROCESS**

**4.1 INTRODUCTION**

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two separate evaluation phases: Technical (Quality) and Price. Scoring proposals is based on point totals and not a percentage factor.

**4.2 TECHNICAL PROPOSAL EVALUATION**

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of seventy (70) points per each Evaluation/Selection Committee member, for all Technical criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP and experience and qualifications of individuals, including subcontractors, that will be assigned to this project	(35)
2. Proposer's approach to provide the type of services described in this RFP	(35)

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

**4.3 PRICE PROPOSAL EVALUATION**

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals of those Proposers remaining in consideration.

The sealed Price Proposal envelopes of the Proposers remaining in consideration will then be opened in the presence of the Evaluation/Selection Committee. Price will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal submission will be assigned a maximum of twenty (20) points per each Evaluation/Selection Committee member. The Price will be evaluated in the following manner:

1. The responsive proposal with the lowest total price will be given the full weight of points assigned to the price criterion.

2. Every other proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the proposal being evaluated with the result being multiplied by the maximum weight for price to arrive at a cost score of less than the full score for price.

Example: 
$$\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

The pricing formula is used as part of the evaluation process to determine the highest ranked proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

**4.4 APPLICATION OF SELECTION FACTOR**

A Selection Factor may be added in accordance with Section 1.07 "Contract Measures" and Appendix A "Participation Provisions" after review of the Technical Proposal, and after review of the Price Proposal. Selection factor points will be applied in two phases: (a) after review of the **Technical Proposal**, wherein the proposal may receive eight (8) points of Selection Factor consideration; and, (b) after review of the Price Proposal for those Proposers remaining in consideration, wherein the proposal may receive two (2) additional points for Selection Factor consideration.

**4.5 OVERALL RANKING**

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal evaluation score with the Technical (Quality) evaluation score to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

**4.6 LOCAL PREFERENCE**

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

**4.7 CONTRACT AWARD**

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's' decision of whether to make the award and which proposal is in the best interest of the County shall be final.

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Financial Consulting Services for CITT

Contract No. 427a

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (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 \_\_\_\_\_, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 427a and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

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

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

**ARTICLE 1. DEFINITIONS**

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 427a 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.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 427a and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

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

**ARTICLE 4. NATURE OF THE AGREEMENT**

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

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall be for a duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis.

**ARTICLE 6. NOTICE REQUIREMENTS**

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

**(1) to the County**

a) to the Project Manager:

Miami-Dade County

Attention:  
Phone:  
Fax:

and,  
b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-5257  
Fax: (305) 375-2316

**(2) To the Contractor**

Attention:  
Phone:  
Fax:

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

42

## Section 5.0

such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

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

Miami-Dade County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

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

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

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

## Section 5.0

used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

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

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

OR

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

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

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

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

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

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

## Section 5.0

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

**ARTICLE 11. MANNER OF PERFORMANCE**

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

this Agreement.

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

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

## **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

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

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

## Section 5.0

any lawsuit permitted hereunder.

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

**ARTICLE 15. MUTUAL OBLIGATIONS**

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

## Section 5.0

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**

## Section 5.0

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:

## Section 5.0

- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

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

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

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

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

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

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

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

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

## Section 5.0

- 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

## Section 5.0

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

## Section 5.0

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,

## Section 5.0

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, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

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

**ARTICLE 32. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG

## Section 5.0

services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

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

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

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents

## Section 5.0

available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

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

## Section 5.0

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure 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, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

## Section 5.0

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. 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 37. 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 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)****a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to

## Section 5.0

all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 41. 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.

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

Contractor

Miami-Dade County

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

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

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

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

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

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

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

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

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

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

Secretary

Clerk of the Board

Approved as to form  
and legal sufficiency

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

**SECTION 6.0 - ATTACHMENTS**

- Form A-1 Cover Page for Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Proposer Registration for Oral Presentation
- Form A-3 Acknowledgment of Addenda
- Form A-4 Disability Non-Discrimination Affidavit
- Form A-5 Local Preference Information
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies
- Form A-8.1 Affirmative Action Plan Exemption Affidavit
- Form A-8.2 Affirmative Action Plan/Procurement Policy Affidavit
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit
- Form B-1 Price Proposal Schedule (to be submitted separately from the Technical Proposal)
- Appendix A Participation Provisions (Black Business Enterprise Program, Hispanic Business Enterprise Program and Women Business Enterprise Program)

**PROPOSER'S NAME** (Name of firm, entity or organization):

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**MAILING ADDRESS:**  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

**PROPOSER'S ORGANIZATIONAL STRUCTURE:**  
\_\_\_\_ Corporation    \_\_\_\_ Partnership    \_\_\_\_ Proprietorship    \_\_\_\_ Joint Venture  
\_\_\_\_ Other (Explain): \_\_\_\_\_

**IF CORPORATION,**  
Date Incorporated/Organized: \_\_\_\_\_  
State Incorporated/Organized: \_\_\_\_\_  
States registered in as foreign corporation: \_\_\_\_\_

**PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**

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

**PROPOSER'S AUTHORIZED SIGNATURE**  
The undersigned hereby certified that this proposal is submitted in response to this solicitation.  
Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

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

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

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and multiple rows for listing team members.

(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:
Title:
STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this, by, a, who is personally known to me or who has produced as identification and who did/did not take an oath.

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

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

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

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

- Addendum #1, Dated \_\_\_\_\_, 200\_\_
- Addendum #2, Dated \_\_\_\_\_, 200\_\_
- Addendum #3, Dated \_\_\_\_\_, 200\_\_
- 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: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

68

# Form A-4 DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: \_\_\_\_\_

NAME OF FIRM, CORPORATION, OR ORGANIZATION: \_\_\_\_\_

AUTHORIZED AGENT COMPLETING AFFIDAVIT: \_\_\_\_\_

POSITION: \_\_\_\_\_ PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_, 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

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

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_

Notary Seal  
(State)

**FORM A-5**  
**LOCAL BUSINESS PREFERENCE**

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for Local Business Preference in accordance with Miami-Dade County Ordinance 94-166 as amended by Ordinance 01-21 and Resolution No. R-514-02, defining local business preference. A local business is defined as a proposer, which has a valid occupational license issued by Miami-Dade or Broward County at least one year prior to the proposal due date, to do business in Miami-Dade or Broward County and that authorizes the proposer to provide the goods, services or construction to be purchased; and, has a physical business address located within the limits of Miami-Dade and Broward County from which the proposer operates or performs business. (A Post Office Box is unacceptable.) **If the Proposer is a local firm as defined above, the Proposer shall submit a copy of its Miami-Dade or Broward Occupational License, which shall have been in effect one year prior to the proposal due date; and, evidence in the form of a lease or other such documentation, that is proof that the Proposer is located in Miami-Dade or Broward County.**

PLEASE CHECK IF APPLYING FOR LOCAL PREFERENCE YES  NO

Proposer: \_\_\_\_\_

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

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

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Notary Public \_\_\_\_\_ 70

Notary Seal



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:

\_\_\_\_\_

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

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

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

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_



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

Project No. \_\_\_\_\_  
Project Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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  
175NW 1<sup>ST</sup> AVENUE  
28<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33128



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

I being duly first sworn, upon oath deposes that \_\_\_\_\_ has a current Affirmative Action Plan and/or 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. \_\_\_\_\_ and the expiration date of \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

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

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

a \_\_\_\_\_ 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

74

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, \_\_\_\_\_, 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 \_\_\_\_\_ (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: \_\_\_\_\_, 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

by \_\_\_\_\_. He/She is personally known to me or has presented

\_\_\_\_\_  
Signature of Notary Serial Number

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

Notary Public - State of \_\_\_\_\_

Notary Seal

75

**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: \_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_ 20 \_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Affiant

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

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (of affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamped Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public, State of \_\_\_\_\_



Form B-1

Price Proposal Schedule

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein; there is no exception allowed to this requirement. Proposer is requested to fill in the applicable blanks on this form and to make no other marks. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.3.)

The Proposer must submit this Form B-1 "Price Proposal Schedule" in a sealed envelope (i.e., sealed separately from the Technical Proposal) clearly marked on the envelope or package "PRICE PROPOSAL", the Proposer's name, RFP Number and RFP title.

A. PROPOSED PRICE

The Proposer shall state its price for providing all services as stated in Section 2.0 of this RFP, excluding the "Optional Services" in Section 2.4 (which are provided for in item "C" below). The Proposer shall submit pricing stated as a flat, fixed price which shall include all expenses to be paid per Task, under any contract issued as a result of this RFP. The full Task descriptions can be found in Section 2.3.

TASK	Description	Price
Task No. 1	Review of the 30-year and 5-year pro forma	\$
Task No. 2	Review use of sales tax dollars	\$
Task No. 3	Financial guidance (up to 50 hours)	\$
Task No. 4	Review of procedures	\$
	Total	\$

Notes:

1. This portion of the price form will be used for price scoring purposes.
2. The selected Consultant shall be paid per Task either upon completion (i.e., final acceptance of the deliverable by the County) or upon milestones to be negotiated. However, for Task 3, Financial Guidance, the selected Consultant may bill monthly.

Proposers who do not submit pricing for this Section (Proposed Price) in accordance with this Form B-1, or who qualify or place ANY conditions on price will not receive evaluation points for the Price portion.

**B. BREAKDOWN OF PROPOSED PRICE**

The Proposer shall provide a breakdown per Task of the "Proposed Price" in Section A, above. At a minimum, the breakdown shall include the Positions (key personnel) to be utilized and the anticipated hourly rates, and may also include administrative or other costs, in accordance with the "Price Breakdown For Task No. \_\_\_\_" table below.

The Proposer shall provide a breakdown, as provided for in the table below, for each of the four Tasks on a separate sheet and attach it to this Price Form.

PRICE BREAKDOWN FOR TASK No. _____			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
Administrative Category		Description	
			\$
			\$
Other		Description	
			\$
			\$
		<b>Total Price*</b>	\$

\*This "Total Price" shall be equal to the Price stated in Section A, above, for Task No. \_\_\_\_\_.

Notes: This portion of the price form will be used for informational purposes only and will not be used for price scoring purposes.

**C. OPTIONAL SERVICES**

**Proposed Rates**

The Proposer shall state its hourly rates for providing the "Optional Services" as stated in Section 2.4 of this RFP, for the duration of the contract, including any option years.

The positions identified in the following table by the Proposer shall be the same as the key personnel identified in Section 3.2(A)(5), Key Personnel and Subcontractors Performing Services. The County expects that the key personnel, including the Project Manager, that will be performing Tasks 1-4 will also be performing the "Optional Services", as needed.

Position	Proposed Hourly Rate
Project Manager	\$
	\$
	\$
	\$
	\$
	\$
	\$

Notes:

1. This portion of the price form will not be used for price scoring purposes.
2. Compensation to the selected Consultant for optional services shall be based on the projects assigned. The selected Consultant shall use the hourly rates to calculate the not-to-exceed cost statement required for each project.

Proposer: \_\_\_\_\_

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

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

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

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

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_

**MIAMI-DADE COUNTY  
FLORIDA**

**DEPARTMENT OF BUSINESS DEVELOPMENT**

**BLACK BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-96 – A.O. 3-3)**

**HISPANIC BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-95 – A.O. 3-17)**

**WOMEN BUSINESS ENTERPRISE PROGRAM  
(Ordinance 94-94 – A.O. 3-18)**

**PARTICIPATION PROVISIONS**

**There are five (5) contract measures: Set-Asides, Subcontractor Goals,  
Project Goals, Selection Factor and Bid Preference**

**THE CONTRACT MEASURE(S) APPLICABLE  
TO THIS PROJECT:**

	<b>BBE</b>	<b>HBE</b>	<b>WBE</b>
<b>Set-Aside</b>			
<b>Subcontractor Goals</b>	<i>%</i>	<i>%</i>	<i>%</i>
<b>Project Goals</b>			
<b>Bid Preference</b>			
<b>Selection Factor</b>	<b>X</b>	<b>X</b>	<b>X</b>

**DEPARTMENT OF BUSINESS DEVELOPMENT  
175 NW 1<sup>ST</sup> AVENUE, 28<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33128  
PHONE: (305) 349-5960 FAX: (305) 349-5915**

Revised November 2001

<u>Section</u>	<u>Page</u>
A. Definitions .....	1
B. General Information.....	6
C. Certification .....	6
D. Contract Measures .....	7
1. Set-Asides .....	7
2. Subcontractor Goals.....	8
3. Bid Preference .....	11
4. Selection Factor .....	13
E. Pre-Award Compliance .....	13
F. Prompt Payment.....	15
G. Post Award Compliance and Monitoring .....	15
H. Sanctions for Contractual Violations.....	18
I. Debarment.....	18
J. Appendices .....	19
1. Forms	
a. Schedule of Participation .....	DBD 101
b. Letter of Intent .....	DBD 102
c. Certificate of Unavailability .....	DBD 103
d. Set-Aside List of Subcontractors .....	DBD 104
e. Bid Preference .....	DBD 105
f. Significant Utilization.....	DBD 106
g. Monthly Utilization Report .....	M-200
2. Project Worksheet	
3. Certification List	

## A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions". These Provisions shall apply to every bid, request for proposals and contract to which a contract measure is applied. The phrase "BBE, and/or HBE, and/or WBE, as appropriate," means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures and programs indicated on the cover sheet apply. For example: If the cover sheet indicates a 10% subcontractor goal for BBEs and a 20% subcontractor goal for WBEs, and no subcontractor goal for HBEs, then only BBE and WBE subcontractor goals would apply to this bid.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. "Approval Letter" means a document issued by DBD at the request of a BBE, and/or HBE, and/or WBE, as appropriate, or bidder that, based on the written representations of the BBE, and/or HBE, and/or WBE, as appropriate, or bidder, finds a specified activity or scope of work consistent with normal industry practice.
  2. "Available" or "Availability" means to have, prior to bid submission, the ability to Provide goods or services under a contract, by having: reasonably estimated, uncommitted capacity; all necessary licenses, permits, registrations and certifications; the ability to obtain bonding that is reasonably required consistent with normal industry practice; and the ability to otherwise meet bid specifications.
  3. "Bid" means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit a quotation, proposal, letter of interest or offer for a contract.
  4. "Bidder" means any person, partnership, corporation or other business entity that submits a bid.
  5. "Bid Preference" means an amount deducted from the total bid price in order to calculate the bid price to be used to evaluate the bid.
  6. "Bid Price" means the amount of the bid in accordance with the method of award outlined in the bid document, where the award is based on price per item, price in the aggregate, price by group, price by zone, combination of award methods, or any other method defined within the bid document under review.
  7. "Black" means a person who is a citizen or lawful resident of the United States and who has origins in any of the Black racial groups of Africa.
  8. "Black Business Enterprise" or "BBE" means a firm that is owned and controlled by one or more Black individuals, has an actual place of business in Miami-Dade County, and is certified in accordance with Ordinance 94-96, and Administrative Order 3-3.
  9. "BBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-BBE that demonstrates significant utilization of BBEs in accordance with Ordinance 94-96, is a BBE, or is a joint venture owned and controlled by a BBE.
- "HBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-HBE that demonstrates significant utilization of HBEs in accordance with Ordinance 94-95, is a HBE, or is a joint venture owned and controlled by a HBE.

“WBE Selection Factor” means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-WBE that demonstrates significant utilization of WBEs in accordance with Ordinance 94-94, is a WBE, or is a joint venture owned and controlled by a WBE.

10. “Board” means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.

11. “Broker” means an individual or business that acts as a contact for the purchase of goods or services from a supplier and transfers funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, in a manner that does not add economic value to the purchase, except where such conduct is normal industry practice.

12. “Certification List” means a list maintained by the Department of Business Development that contain the names, addresses, and certification expiration date, of certified BBEs, and/or HBEs, and/or WBEs, as appropriate, sorted by trade, service, and/or commodity.

13. “Commercially Useful Function” means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

14. “Compliance Monitor” means the Director of the Department of Business Development or his or her designee assigned to review compliance pursuant to Ordinances 94-96, 94-95, 94-94 and the Administrative Orders 3-3, 3-17, and 3-18.

15. “Contract” means an agreement proposed by County staff, or approved by the County Commission in any of the following classes:

- i. procurement of goods and services not included in the classes ~~b, e and d~~ below;
- ii. professional services including but not limited to accounting, legal, health care, consulting and management services;
- iii. contract does not mean an agreement to purchase, lease, or rent real property; grant leases, permits, or franchises; operate concession; or make grants.

16. “Contract Measure” means a set-aside, or a subcontract goal, or a project goal, or a bid preference, or a selection factor, singly or in any combination.

17. “Contracting Officer” means the person assigned under a contract, usually a Department Director or his or her designee, who has primary responsibility to monitor the contract and enforce contract requirements.

18. “County” means Miami-Dade County, Florida, a political subdivision of the State of Florida.

19. “Debar” means to exclude a vendor, its individual officers, its shareholders with significant interests, or its affiliated businesses from county contracting and subcontracting for a specified period of time, not to exceed five (5) years.

25

20. "DBD" means the Miami-Dade County Department of Business Development.
21. "Goods" mean any tangible product, material or supply that is not a service.
22. "Hispanic" means a person who is a citizen or lawful resident of the United States who has origins in Cuba, Mexico, Puerto Rico, Central or South America or other Spanish or Portuguese culture regardless of race.
23. "Hispanic Business Enterprise" or "HBE" means a business that is owned and controlled by one or more Hispanic individuals; has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-95 and Administrative Order 3-17.
24. "Joint Venture" means an association of two or more persons, partnerships, corporations, other business entities or any combination of the above, at least one of which is a BBE, and/or HBE, and/or WBE, as appropriate, certified in accordance with the relevant ordinance, that is lawfully established to carry on a single business activity that is limited in scope and duration.
25. "Joint Venture Agreement" means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
26. "Letter of Intent" means a letter signed by a subcontracting BBE, and/or HBE, and/or WBE, as appropriate, detailing the scope and dollar value of the work to be performed by the BBE, and/or HBE, and/or WBE, as appropriate, for the successful bidder on a contract with subcontractor goals.
27. "MDC" means Miami-Dade County, Florida.
28. "Owned and Controlled" means a business that is at least fifty one (51) percent owned by one or more Blacks, Hispanics or women, as appropriate, or in the case of a publicly owned business, at least fifty one (51) percent of the stock of which is owned by one or more Blacks, Hispanics or women, as appropriate, and whose management and daily business operations are controlled by one or more such individuals. The determination of whether an owner has demonstrated such control shall include an evaluation of the following: the owner's experience in the industry in which certification is sought; the owner's independence in making business policy and day to-day operational decisions; the owner's technical competency or knowledge of technical requirements in the industry in which certification is sought; and other relevant factors.
29. "DPM" means the Department of Procurement Management.
30. "Principal Place of Business" means the location at which the business records of the applicant concern are maintained and the location at which the individual who manages the day-to-day operations spends the majority of his or her working hours.
31. "Project Goal" means that a proportion of a total contract value stated as a percentage to be awarded to BBEs, and/or HBEs, and/or WBEs, as appropriate, in contracts that create a pool of qualified vendors from which the County selects pool members to perform the work of the contract.
32. "Review Committee" or "RC" means the committee established by the County Manager to review proposed projects for the application of contract measures.

33. "Schedule of Participation" means a form contained in the bid documents of a contract with goals on which bidders list at the time of bid submission all BBEs, and/or HBEs, and/or WBEs, as appropriate, to be used to meet the goal, the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.
34. "Services" mean maintenance, alteration, or repair of a public improvement and any performance of work offered for public or private consumption that does not consist primarily of goods.
35. "Set-Aside" means the designation of a given contract for competition solely among BBEs, and/or HBEs, and/or WBEs, as appropriate.
36. "Set-Aside List of Subcontractors" means a form contained in the bid documents of set-aside contracts for services identifying the work the bidder will perform with his own forces and, listing at time of bid submission, all subcontractors, the scope of work each will perform, including the services each will provide, and the dollar value of such work.
37. "Significant Utilization" means purchases of goods or services from BBEs, and/or HBEs, and/or WBEs, as appropriate, by a bidder in the preceding twenty-four (24) months that: were not required under governmental contract measures or Minority Business Enterprise Program; and were not a nominal amount relative to the bidder's purchases of goods and services in Miami-Dade County, the bidder's overall purchases of goods and services, and the availability of BBEs, and/or HBEs, and/or WBEs, as appropriate; and were pursuant to the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchases of goods and services in Miami-Dade County.
38. "Subcontractor Goal" means a proportion of a total contract value stated as a percentage to be subcontracted to a BBE, and/or HBE, and/or WBE, as appropriate, to perform a commercially useful function.
39. "Successful Bidder" means the bidder to which the contract is awarded.
40. "Unavailability Certificate" means a document signed by a BBE, and/or HBE, and/or WBE, as appropriate, stating that the BBE, and/or HBE, and/or WBE, as appropriate, is not available to participate on a specific project at a specific time.
41. "Utilization Report" means a report completed by the successful bidder on a contract with goals and submitted monthly listing all work performed in the past month by the BBEs, and/or HBEs, and/or WBEs, as appropriate, identified on the Schedule of Participation and all expenditures made in the last month to the identified BBEs, and/or, HBEs, and/or WBEs, as appropriate.
42. "Voidable" means capable of being annulled.
43. "Women" mean persons of the female gender, regardless of race or ethnicity.
44. "Women Business Enterprise" or "WBE" means a business that is owned and controlled by one or more women, has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-94 and Administrative Order 3-18.
45. "Work" means the provision of goods or services.

## B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinances 94-94, 94-95, and 94-96 and Administrative Orders 3-3, 3-17 and 3-18, respectively.
2. Five individual contract measures are possible under the Black Business Enterprise Program (Ordinance 94-96 and Administrative Order 3-3), the Hispanic Business Enterprise Program (Ordinance 94-95 and Administrative Order 3-17) and the Women Business Enterprise Program (Ordinance 94-94 and Administrative Order 3-18): set-asides, subcontractor goals, project goals, bid preferences, and BBE, and/or HBE, and/or WBE, selection factors. While neither a bid preference nor a BBE, and/or HBE, and/or WBE, selection factor may be applied to a set-aside contract, contract measures may otherwise be used in combination with each other. For instance a set-aside contract for WBEs may also contain subcontractor goals for BBEs and HBEs. The contract measure(s) applicable to this contract is indicated on the cover sheet of these Provisions. MDC shall not award a contract to any bidder which it determines fails to comply with the applicable requirements of these Provisions.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. MDC shall monitor the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
5. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at: Miami-Dade County Department of Business Development (DBD) at 175 N.W. 1<sup>st</sup> Avenue, 28<sup>th</sup> Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915.

## C. CERTIFICATION

1. Attached as an example is a Certification List with a specified date. Certification Lists are updated and issued every two weeks. Bidders shall use the most recent Certification List available prior to bid opening. Certification lists may be obtained by contacting DBD at telephone number (305) 349-5960 during normal business hours or online at [www.co.miami-dade.fl.us/dbd](http://www.co.miami-dade.fl.us/dbd).
2. The firms on the Certification List will be identified by trade, commodity or service area. A BBE, and/or HBE, and/or WBE, as appropriate, must be certified in a trade, commodity, or service area in order to be eligible to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on contracts in such trade, commodity or service area. In addition, vendors in order to be eligible to participate as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate, must be certified in the trade, commodity or service area in which they are to perform work as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. Joint Ventures. Only joint ventures approved by DBD in accordance with Administrative Orders 3-3, 3-17, and/or 3-18, as appropriate, are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. The Black, Hispanic and/or woman member of the joint venture

must be certified as a BBE, and/or HBE, and/or WBE, as appropriate, before the joint venture can be approved.

D. CONTRACT MEASURES

1. Set-Asides

a. Contracts that are set-aside and do not have subcontractor goals are for bidding solely among BBEs, and/or HBEs, and/or WBEs, as appropriate. A BBE, and/or HBE, and/or WBE, as appropriate, awarded a set-aside contract shall not transfer to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, through subcontracting or otherwise, any part of the actual work of the contract unless these bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter from DBD.

b. Set-aside contracts with subcontractor goals require that subcontractor goals be met in areas specified in the Schedule of Participation. In areas not being used to meet a subcontractor goal the work is to be performed by the BBE, and/or HBE, and/or WBE for which the contract was set-aside. For example: a BBE set-aside with a 20% WBE subcontractor goal requires 20% of the work be performed by a WBE and the remaining work be performed by BBEs.

c. A BBE and/or HBE and/or WBE, as appropriate, that performs the work of the set-aside contract with its own forces may count such work towards reducing the BBE and/or HBE and/or WBE set-aside by one-hundred (100) percent.

d. Bidders on set-asides that cannot demonstrate their compliance with the requirements of the preceding paragraphs (D.)(1.) (a.) and (b.) shall be found to be in non-compliance with these Provisions.

e. Bidders on set-asides, to be eligible for award, shall submit upon request of the Compliance Monitor, a "Set-Aside List of Subcontractors" (Form No. DBD 104). Failure to submit the list and any relevant information the Compliance Monitor may request shall constitute non-compliance with these Provisions.

f. The following shall constitute non-compliance with these Provisions:

i. Submission of a Set-Aside List of Subcontractors that the bidder knew or should have known is incomplete or inaccurate; or

ii. Deviation from the list without the written approval of the Compliance Monitor.

2. Subcontractor Goals

a. The purpose of a Subcontractor Goal is to have portions of the work under the contract performed by available BBEs, and/or HBEs, and/or WBEs, as appropriate.

b. In contracts with subcontractor or projects goals for BBEs, and/or HBEs, and/or WBEs, as appropriate, a Black and/or Hispanic and/or Woman Business Enterprise certified in more than one category shall be counted toward meeting the goal for one category only. The prime bidder shall declare at bid submission toward which subcontractor goal a business enterprise certified in more than one category shall count.

c. After a bid is advertised with a subcontractor or project goal, it may be reduced only with the approval of the County Commission, or if the contract is to be executed by the Public Health Trust, by that body.

d. A bidder challenging or protesting the subcontractor or project goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to a BBE, and/or HBE, and/or WBE, as appropriate, subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. The Project Worksheet for establishing the stated subcontractor goal is included in the appendix of these Provisions.

f. Bidder Responsibilities for Subcontractor Goals:

i. Bidders must submit a completed Schedule of Participation (Form No. DBD 101) at the time of bid submission. The Schedule of Participation constitutes a written representation by the bidder that to the best of the bidders' knowledge the BBEs, and/or HBEs, and/or WBEs, as appropriately, listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. The Schedule of Participation is a commitment by the bidder that if awarded the contract, it will enter into subcontracts with the identified BBEs, and/or HBEs, and/or WBEs, as appropriate, for the scope of work at the percentage set forth in the Schedule of Participation.

ii. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate, and bidders that are joint ventures that are owned and controlled by one or more BBEs, and/or HBEs, and/or WBEs, as appropriate, may use their own forces to meet up to 50% of a specified goal.

iii. Bidders who fail to submit the Schedule of Participation shall be considered non-responsive. Bids that contain a defective Schedule of Participation are voidable. Examples of defects include but are not limited to: incomplete Schedules; the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.

iv. Expenditures to subcontracting BBEs, and/or HBEs, and/or WBEs, as appropriate, shall be counted toward meeting specified goals as follows:

(1) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

(2) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that subcontract work further to non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or BBEs, and/or HBEs, and/or WBEs, as appropriate, requests and receives prior to bid award an approval letter from DBD.

(3) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, who are vendors, working as subcontractors, that perform actual work with their own forces;

(4) None of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that acts essentially as a conduit to transfer funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter.

v. Bidders agree to take all necessary and reasonable steps in accordance with these Provisions to ensure that BBEs, and/or HBEs, and/or WBEs, as appropriate, have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by BBEs, and/or HBEs, and/or WBEs, as appropriate, so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down contracts into economically feasible units to facilitate BBE, and/or HBE, and/or WBE, as appropriate, participation.

vi. Bidders must submit Letters of Intent (Form No. DBD 102) to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid opening. Defective Letters of Intent are voidable. Examples of defects include but are not limited to improperly executed letters, the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, on a Schedule of Participation that are not confirmed by a Letter of Intent shall not count toward the goal.

vii. Bidders whose bid do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid submission evidence proving the lack of available BBEs, and/or HBEs, and/or WBEs, as appropriate, to afford effective competition to provide the goods or services to meet the subcontractor goal. To prove lack of availability, bidders must submit the following:

(1) Unavailability Certificates (Form No. DBD 103) either completed and signed by the BBEs, and/or HBEs, and/or WBEs, as appropriate, or completed and signed by the bidder explaining the contacts with the BBEs, and/or HBEs, and/or WBEs, as appropriate, statements or actions of the BBEs, and/or HBEs, and/or WBEs, as appropriate, showing unavailability, and the reason(s) why the BBEs, and/or HBEs, and/or WBEs, as appropriate, signature could not be obtained; and

(2) A listing of any bids received from BBEs, and/or HBEs, and/or WBEs, as appropriate, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

(3) A statement of the bidder's contacts with DBD for assistance in determining available BBEs, and/or HBEs, and/or WBEs, as appropriate; and

(4) A statement showing compliance with paragraph D. 2. d.; and

(5) A complete description of the bidder's process for soliciting and evaluating bids from BBEs, and/or HBEs, and/or WBEs, as appropriate,

(6) Bidders may establish a BBE, and/or HBE, and/or WBE, as appropriate, as unavailable if the bidder provides evidence proving the BBEs, and/or HBEs, and/or WBEs, as appropriate, bid is not reasonably competitive with comparable bids of non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, for the same scope of work.

(7) Evidence of lack of availability may address only the period prior to bid submission.

viii. The bidder shall either meet the subcontractor goal or demonstrate lack of availability as a condition of being awarded this Contract.

### 3. Bid Preference

a. Eligibility. Bidders claiming a bid preference shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. In the event that a bidder qualifies for a bid preference in more than one category for the specified contract, the bidder shall be awarded the largest preference. Only one preference shall be awarded per bidder per contract. Bid preferences shall be given to:

i. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate;

ii. Bidders that demonstrate significant utilization;

iii. Bidders that are joint ventures approved under Section III of Administrative Orders 3-3 and/or 3-17 and/or 3-18, as appropriate.

b. The bid price will depend on the method of award. Examples of award methods include, but are not limited to, price per item, per group or in the aggregate.

c. Bid preferences may only be applied to contracts where the estimated aggregate contract value exceeds \$25,000.

d. Preference Level. Bid documents for contracts with bid preferences shall state the following bid preferences which will be given to qualified bidders as appropriate:

Bid Price	BBEs HBEs WBEs	Significant Utilization of BBE, HBEs, WBEs	Joint Ventures BBEs=>51% HBEs=>51% WBEs=>51%	Joint Ventures BBEs=<51% HBEs=<51% WBEs=<51%
>0 <75,000	10.0%	7.50%	5.0%	3.75%
75,000 <125,000	5.0%	3.75%	2.50%	1.25%
125,000 <250,000	4.0%	3.00%	2.00%	1.00%
250,000 <500,000	3.0%	2.25%	1.50%	0.75%
500,000 <1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000 <2,000,000	1.0%	0.75%	0.50%	0.25%

On contracts greater than two million dollars (\$2,000,000), the bid preference shall only be calculated for the first two million dollars of the bid price. The bid preference shall be calculated and subtracted from the total bid price. This difference shall be used in evaluating the bid. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

e. Demonstrating Significant Utilization

i. DBD shall prepare and make available on a monthly basis a list of BBEs, HBEs and WBEs that have valid certifications during the prior twenty-four (24) months.

ii. Bidders claiming a bid preference based on significant utilization shall demonstrate such significant utilization by submitting evidence including but not limited to the following:

(1) Bidder's total purchases of goods and services in the prior twenty-four months.

(2) Bidder's total purchases of goods and services in Miami-Dade County in the prior twenty-four months.

(3) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate, in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate.

(4) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate, that was not pursuant to any governmental contract or Minority Business Enterprise Program requirement with which the bidder complied.

(5) Data showing lack of availability of BBEs, and/or HBEs, and/or WBEs, as appropriate.

(6) A description of the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchasing operations.

iii. Based on its review of the evidence, DBD shall issue a letter stating the bidder has demonstrated significant utilization or the reasons why the bidder has failed to demonstrate significant utilization.

#### 4. BBE, HBE and WBE Selection Factor

1. In bids that assign weights to evaluation or selection criteria, bid documents shall assign a weight of ten percent (10%) to the BBE, and/or HBE, and/or WBE selection factor, as appropriate. In bids that do not assign weights to evaluation or selection criteria, bid documents shall provide that among bidders evaluated to be otherwise substantially equal, the BBE, and/or HBE, and/or WBE selection factor, as appropriate, shall be the deciding factor for award of the bid.

2. A BBE, and/or HBE, and/or WBE selection factor may be applied to any request for proposals or similar invitations to bid that are not set-aside.

#### E. PRE-AWARD COMPLIANCE

##### 1. Investigatory Meeting by Compliance Monitor

a. The Compliance Monitor shall review for compliance with these Provisions every contract to which a contract measure has been applied. If the Compliance Monitor has concerns regarding compliance with these Provisions, the Bidder shall upon at least three (3) days notice meet with the Compliance Monitor. The purpose of this investigatory meeting shall be for the Compliance Monitor to consider whether to recommend the Bidder's bid be determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. At the investigatory meeting the Bidder shall have an opportunity to present information and arguments pertinent to his compliance with the applicable requirements. The Compliance Monitor may require the Bidder 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.

b. No later than fifteen (15) business days after this investigatory 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. This recommendation shall also be forwarded to the Bidder.

2. Determination by MDC. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall notify the Bidder of an informal hearing regarding the bidder's compliance with these Provisions. Such notice shall indicate the date, time and place at which the Bidder will have an opportunity to present pertinent arguments and information to the Contracting Officer relating to the recommendation of non-compliance by the Compliance Monitor. The Bidder shall supply such further relevant information as required by the Contracting Officer.

3. The Contracting Officer in conjunction with the Compliance Monitor may also conduct informal hearings, to which the Bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issue of the Bidder's non-compliance.

4. The Contracting Officer shall in writing determine whether the bid of such Bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the Contract be awarded to the Bidder. A copy of such recommendation shall be sent to the Bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the Bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

5. Consideration of Other Bids. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional Bidders at the same or different time with each such proceeding to be separately conducted.

6. Failure of Bidder to Participate. The Bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action in the proceedings.

7. MDC shall not award this contract to any Bidder which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Bidder from any of the terms, conditions or requirements of the contract or modify MDC's rights as reserved in the Contract document.

#### F. PROMPT PAYMENT

1. It is the County's intent that BBEs and/or HBEs and/or WBEs providing goods or services to the County shall receive payments promptly in order to maintain sufficient cash flow.

2. The successful bidder on a contract with goals shall promptly review billings from BBEs, and/or HBEs, and/or WBEs, as appropriate, listed on the Schedule of Participation. On those amounts not in dispute, the successful bidder must make payment within thirty (30) days of its receipt of billing.

#### G. POST-AWARD COMPLIANCE AND MONITORING

1. Approval of Subcontracts. The Successful Bidder shall submit to the Contract Officer, for approval, subcontracts corresponding in all respects to the proposed agreements listed on the Successful Bidder's

Schedule of Participation or Set-Aside List of Subcontractors, unless a deviation is approved under paragraph G.4. below. The Successful bidder shall enter into each 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 BBEs, and/or HBEs, and/or WBEs, as appropriate, thereunder without in each instance the prior written approval of the Compliance Monitor. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

2. Access to Records. Successful bidders and BBEs, and/or HBEs, and/or WBEs, as appropriate, shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract measures applied to the contract or relating to BBE, and/or HBE, and/or WBE, as appropriate, compliance with certification requirements. Such books and records include but are limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, checking accounts, journals, ledgers, correspondence, and documents and records between the bidder or the BBE, and/or HBE, and/or WBE, as appropriate, and other entities. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of BBE, and/or HBE, and/or WBE, as appropriate, certification.

3. Monthly Reporting. The successful bidder on a project with a contract measure shall submit monthly a Utilization Report (Form No. M-200) to the Contracting Officer on or before the tenth working day following the end of the month the report covers. A standard reporting form is included in these Provisions. Additional forms may be obtained from the Compliance Monitor. Failure to comply with the reporting requirements may result in the imposition of either or both contractual sanctions or administrative penalties by the County at its option.

4. Deviations from the Schedule of Participation or Set-Aside List of Subcontractors.

a. In the event that during the performance of a contract a BBE, and/or HBE, and/or WBE, as appropriate, is not able to provide the goods or services specified on the Schedule of Participation, the successful bidder must locate a BBE, and/or HBE, and/or WBE, as appropriate, to substitute for the unavailable BBE, and/or HBE, and/or WBE, as appropriate, unless the bidder can prove lack of an available BBE, and/or HBE, and/or WBE, as appropriate, to provide the goods or services to be provided by the prior BBE, and/or HBE, and/or WBE, as appropriate. The successful bidder must receive approval from the Contracting Officer, revise the Schedule of Participation to include the substitute BBE, and/or HBE, and/or WBE, as appropriate, and obtain a Letter of Intent from the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all BBEs, and/or HBEs, and/or WBEs, as appropriate, contacted, and the date of the contact for each BBE, and/or HBE, and/or WBE, as appropriate.

b. The Compliance Monitor shall be responsible for monitoring the performance of the successful bidder regarding compliance with contract measures applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of BBEs, and/or HBEs, and/or WBEs, as appropriate, from that described on the Schedule of Participation or Set-Aside List of Subcontractors and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the contract that shall be monitored include but are not limited to:

i. Termination of a BBE, and/or HBE, and/or WBE, as appropriate, subcontract;

ii. Reduction in the scope of work to be performed by a BBE, and/or HBE, and/or WBE, as appropriate;

iii. Modifications to the terms of payment or price to be paid to BBEs, and/or HBEs, and/or WBEs, as appropriate;

iv. Failure to enter into a contract with BBEs, and/or HBEs, and/or WBEs, as appropriate.

c. Excuse from Entering Subcontracts. If prior to execution of a subcontract required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of the award of the Contract, a BBE, and/or HBE, and/or WBE, as appropriate, who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available, the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs G.4.f. and g. below apply to this paragraph.

d. Termination of Subcontracts. If, after execution of a subcontract, required by these Provisions, the Successful Bidder 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 his control of which he was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a BBE, and/or HBE, and/or WBE, as appropriate, who entered into such subcontract has committed a material breach of the subcontract, the successful Bidder shall be entitled to exercise such rights as may be available to him to terminate the subcontract. The procedures of paragraphs f. and g. below apply to this paragraph.

e. MDC's Determination of Bidder's Excuse or Termination. If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs the Contracting Officer, as soon as practicable, shall determine whether the Successful Bidder had made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraphs f. and g. below apply to this paragraph.

f. Alternative Subcontracts. If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under these Provisions and without such subcontract the Successful Bidder will not achieve the level of BBE, and/or HBE, and/or WBE, as appropriate, participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available BBE, and/or HBE, and/or WBE, as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Bidder must submit a revised Schedule of Participation or Set-Aside List of Subcontractors and Letter of Intent to include the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement of the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each BBE, and/or HBE, and/or WBE, as appropriate. The procedures of paragraphs g. and h. below apply to this paragraph.

g. The Compliance Monitor shall promptly meet with the Successful Bidder and provide him with an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, within a reasonable time, recommend to the Contracting Officer whether the Successful Bidder should be determined to be in compliance with these requirements. The Compliance Monitor may require the Successful Bidder 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. The Compliance Monitor shall make his recommendation under this paragraph to the Contracting Officer and forward a copy to the Bidder.

h. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, at his or her discretion may reply to the Successful Bidder's written objection within 10 days of receipt of these objections. The Contracting Officer's determination upon consideration of the Successful Bidder's written objection shall be final and binding without right of appeal.

## H. SANCTIONS FOR CONTRACTUAL VIOLATIONS

If at any time, the Successful Bidder is in violation of his obligations under these Provisions, MDC notwithstanding any other penalties and sanctions provided by law may impose one or more of the following:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or part.

## I. DEBARMENT

The County may debar a BBE, and/or HBE, and/or WBE, as appropriate, or a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, for violation of, or non-compliance with, the provisions of Ordinances 94-96, and/or 94-95, and/or 94-94, Administrative Order 3-3, 3-17, 3-18 or these bid documents.

1. Violations that may result in debarment include but are not limited to:

- a. Falsifying or wrongfully withholding information in the certification, bidding or reporting processes for BBEs, and/or HBEs, and/or WBEs, as appropriate.

- b. Failing to perform a commercially useful function, or subcontracting to a BBE, and/or HBE, and/or WBE, as appropriate, by a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, that knew or should have known the BBE, and/or HBE, and/or WBE, as appropriate, could not perform a commercially useful function. When determining whether the BBE, and/or HBE, and/or WBE, as appropriate, performs a commercially useful function, DBD shall consider factors such as but not limited to:

- i. Whether actual work is performed by the BBE, and/or HBE, and/or WBE, as appropriate. Actual work includes drop shipping when the BBE, and/or HBE, and/or WBE, as appropriate, has actual and legal responsibility for billing and performance of the contract. Brokering is considered to be actual work when it is consistent with normal industry practice.

- ii. Whether further subcontracting by the BBE, and/or HBE, and/or WBE, as appropriate, is consistent with normal industry practice;

iii. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor is a prime contractor.

iv. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor has entered into bonding agreements that shift to another the expenses, risks, or responsibilities of the work for the purpose of meeting bonding requirements.

2. Debarment procedures shall comply with Section 10-38 of the Code of Miami-Dade County.

## J. APPENDICES

### 1. Forms

- a. Schedule of Participation - DBD 101
- b. Letter of Intent DBD 102
- c. Certificate of Unavailability - DBD 103
- d. Set-Aside List of Subcontractors - DBD 104
- e. Bid Preference - DBD 105
- f. Significant Utilization - DBD 106
- g. Monthly Utilization Report - M-200

### 2. Project Worksheet

### 3. Certification List







# BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM BID PREFERENCE

**Bidder's Name:** \_\_\_\_\_

**DBD Certification Number, if any:** \_\_\_\_\_

**Certification Expiration Date:** \_\_\_\_\_

Dollar Range of Bid	Check Appropriate Box			
	Bidder is a Certified BBE _____ HBE _____ WBE _____	Bidder Claims Significant Utilization of: BBEs _____ HBEs _____ WBEs _____	Bidder is a Joint Venture * BBE = >51% _____ HBE = >51% _____ WBE = >51% _____	Bidder is a Joint Venture * BBE = <51% _____ HBE = <51% _____ WBE = <51% _____
>0 <\$75,000	10.0%	7.50%	5.0%	3.75%
75,000<125,000	5.0%	3.75%	2.50%	1.25%
125,000<250,000	4.0%	3.00%	2.00%	1.00%
250,000<500,000	3.0%	2.25%	1.50%	0.75%
500,000<1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000<2000000	1.0%	0.75%	0.50%	0.25%

**If bidder is claiming Significant Utilization attach DBD Form 106.**

**\*All joint ventures must be approved by DBD prior to bid submission.**

**SIGNIFICANT UTILIZATION**  
**OF BLACK and/or HISPANIC and/or WOMEN BUSINESS ENTERPRISES**

Check Applicable:    BBE \_\_\_\_\_    HBE \_\_\_\_\_    WBE \_\_\_\_\_

Contract Title: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

Purchases from subject firms not pursuant to any governmental race, gender or ethnic-conscious contract measures.  
 Purchases – Prior 24 Months

BBE and/or HBE and/or WBE	Services Provided	Amount Expended	Contract Amount	Mo./Yr.
<b>Totals</b>		<b>\$</b>	<b>\$</b>	
Bidder's total purchases of goods and services in prior 24 months			\$	
Bidder's total purchases of goods and services in Miami-Dade County in the prior 24 months			\$	
			\$	

Describe your systematic efforts to eliminate discrimination against BBEs and/or HBEs and/or WBEs in your purchasing operations.  
 Note: Bidders may submit additional evidence in any reasonable manner that they believe demonstrates significant utilization.

Describe any systematic efforts to eliminate discrimination against BBEs and/or HBEs and/or WBEs in your purchasing operations.

I certify that the representations above are to the best of my knowledge true and accurate.

\_\_\_\_\_  
 Authorized Signature of Bidder

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company

103

**BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM**  
**MONTHLY UTILIZATION REPORT**

Successful bidders on projects with subcontractor goals must file this report. Failure to comply may result in Miami-Dade County commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of contract, and the denial to participate in any future contracts awarded by Miami-Dade County.

Reporting Period: From \_\_\_\_\_ To \_\_\_\_\_  
 BBE Subcontractor Goal \_\_\_\_\_% HBE Subcontractor Goal \_\_\_\_\_% WBE Subcontractor Goal \_\_\_\_\_%

Bidders Name and Address and Federal Employer Identification Number	Date of Pre-Bid Conference	Date of Bid Opening	Bid Amount	Change Order Amount	Goal Submitted	Date of Award	Scheduled Completion Date	Percent Contract Completed

Amount Requisitioned this Period \$ \_\_\_\_\_  
 Amount Requisitioned for BBE Subcontractors this Period \$ \_\_\_\_\_  
 Total Amount Requisitioned to Date \$ \_\_\_\_\_  
 Total Amount Requisitioned for BBE Subcontractors to date \$ \_\_\_\_\_  
 Total Amount Received by Prime to Date \$ \_\_\_\_\_  
 Amount Requisitioned for HBE Subcontractors this Period \$ \_\_\_\_\_  
 Total Amount Requisitioned for HBE Subcontractors to date \$ \_\_\_\_\_  
 Amount Requisitioned for WBE Subcontractors this Period \$ \_\_\_\_\_  
 Total Amount Requisitioned for WBE Subcontractors to date \$ \_\_\_\_\_

Check Appropriate Box	Contract			Name of Subcontractor	Description of Work	Amount Requested this Requisition	Amount Paid to Sub to Date	Starting Date	Scheduled Completion Date
	BBE	HBE	WBE						

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Company \_\_\_\_\_ Telephone \_\_\_\_\_  
 Title \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_