

Memorandum



Date: June 5, 2007

Agenda Item No. 8(O)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "George M. Burgess", written over the printed name of the County Manager.

Subject: Recommendation for Approval to Award Contract No. 552: Broker Selection for General Liability and Excess Automobile Liability Construction Wrap-up Insurance Program

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to select a broker for the County's General Liability and Excess Automobile Liability Construction Wrap-up Insurance Program, at Miami International Airport and General Aviation Airports, authorizing binding of the insurance coverage and payment of the premium, and waiving the requirements of Resolution No. R-1198-05 regarding third party contracts with regard to the insurance policy only (which will be issued after award of these broker services), as follows:

CONTRACT NO: 552

CONTRACT TITLE: Broker Selection for General Liability and Excess Automobile Liability Construction Wrap-up Insurance Program

DESCRIPTION: This contract is being awarded to provide the County with broker and related services for the General Liability and Excess Automobile Liability Construction Wrap-up Insurance Program for designated construction contracts for the Miami-Dade Aviation Department. The selected broker will be authorized to market the insurance program to assist the County in procuring an insurance program that best suits the County's needs at the most economical cost.

PROJECT MANAGER: Marsha Pascual, General Services Administration

APPROVAL TO ADVERTISE: January 3, 2007

TERM: Broker Services: Five years, six months with three, one-year options to renew. The broker will market the program during the initial six months of the contract.

Insurance: The contract covers an initial five years of insurance (October 1, 2007 through October 1, 2012) with three, one-year options to renew.

CONTRACT AMOUNT: Broker services: \$10,000 annually for the initial five years of the insurance program.

Insurance premium: estimated to be \$2.25 million per insurance coverage year, but may change depending on the program and market conditions.

FUNDING SOURCE:

Aviation bond proceeds

METHOD OF AWARD:

An open, competitive Request for Proposals process was used for this award which is recommended to the sole proposer. The resulting contract is a significant reduction in cost from the current contract for the broker fees.

VENDOR(S) RECOMMENDED FOR AWARD:

Southeast Marine & Aviation Insurance, Inc. (Local vendor)
2333 Ponce de Leon Blvd., Suite R-200
Coral Gables, FL 33134
Principle – Alfredo Mason

VENDOR(S) NOT RECOMMENDED FOR AWARD:

None

USING AGENCY:

Miami-Dade Aviation Department

MANAGING AGENCY:

General Services Administration, Risk Management Division

CONTRACT MEASURES:

The Review Committee of November 8, 2006, recommended a Small Business Enterprise (SBE) Selection Factor for this RFP.

LIVING WAGE:

The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM:

The contract does not contain the 2% User Access Program provision due to the funding source.

LOCAL PREFERENCE:

Applied in accordance with applicable ordinances, but did not affect the outcome.

ESTIMATED CONTRACT COMMENCEMENT DATE:

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

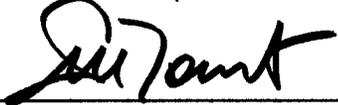
BACKGROUND

The County currently has a contract in place for these services which expires on October 1, 2007. The successor contract must be in place by July 2007 to allow the selected broker to properly market and secure the insurance program. The broker fee and insurance premium will not be paid until the new insurance program is in place on October 1, 2007.

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Page 3

There were twenty-four solicitations downloaded from the County's e-procurement site. There is a limited market for this type of wrap-up as required for the construction program and Miami-Dade Aviation Department. The broker fee is \$10,000. Approval of this award includes the broker fee and authorization to bind the coverage and pay the insurance premium through the broker. The premium is estimated to be \$2.25 million. This amount may vary depending on the program structure and market conditions. The premium for the current year is \$2.235 million.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(o)(1)(A)

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
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
06-05-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SOUTHEAST MARINE & AVIATION INSURANCE, INC. TO OBTAIN BROKER SERVICES FOR THE GENERAL LIABILITY AND EXCESS AUTOMOBILE LIABILITY CONSTRUCTION WRAP-UP INSURANCE PROGRAM; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO BIND THE INSURANCE COVERAGE AND PAY THE PREMIUM; AND WAIVING THE REQUIREMENTS OF RESOLUTION R-1198-05 WITH REGARD TO THIRD PARTY CONTRACTS FOR THE INSURANCE POLICY ONLY, WHICH WILL BE ISSUED AFTER AWARD OF THESE BROKER SERVICES
CONTRACT NO. 552

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Southeast Marine & Aviation Insurance, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

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:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HBS/

Hugo Benitez

REQUEST FOR PROPOSALS

FOR

**Broker Selection for General Liability and Excess Automobile Liability
Construction Wrap-Up Insurance Program**

RFP No. 552

**PRE-PROPOSAL CONFERENCE TO BE HELD ON
January 16, 2007 at 10:00 a.m. (local time)**

**at
111 NW 1st Street, 13th Floor, Conf. Rm. A
Miami, Florida**

**ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
on behalf of the
General Services Administration, Risk Management Division**

**Contracting Officer: Albert J. Safille
Telephone: (305) 375-3507
E-mail: asafill@miamidade.gov**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
January 31, 2007 at 2:00 p.m. (local time)**

**at
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17th FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983**

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. 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. 1/5/07

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 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

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” or “Broker” 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 the General Services Administration, Risk Management Division.
- d) The words “Proposer”, “Submitter”, “Broker”, 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.

SECTION 1.0 - OVERVIEW AND PROPOSAL PROCEDURES

1.1 BACKGROUND/INTRODUCTION

Miami-Dade County herein referred to as the "County" through the General Services Administration, Risk Management Division (RMD), is seeking proposals for the selection of an insurance Broker to provide brokerage and related services for the General Liability and Excess Automobile Liability Construction Wrap-Up Insurance, the "Program", for designated contracts at Miami International Airport and General Aviation Airports.

The minimum qualification requirements for this solicitation is that the individual who will be primarily responsible for the account for the selected Broker, must be a licensed insurance agent in the State of Florida at the time of the proposal due date. This requirement is a continuing condition throughout the duration of any contract issued as result of this RFP.

It is anticipated that the County will award a contract for a five (5) year term, with three (3), one-year options to renew at the County's sole discretion.

1.2 TIMETABLE

The anticipated schedule is as follows:

- RFP available for distribution: January 10, 2007
- Pre-Proposal Conference: January 16, 2007 at 2:00 p.m. (local time)
(See front page for location.)
- Deadline for receipt of questions: January 26, 2007
- Deadline for receipt of proposals: January 31, 2007 at 2:00 p.m. (local time)
(See Section 1.4 for location.)
- Evaluation/Selection process: February 2007
- Projected award date: June 2007
- Projected contract start date: August 6, 2007

1.3 SOLICITATION AVAILABILITY

The solicitation package is available at no cost on-line at www.miamidade.gov/dpm or through Department of Procurement Management - Vendor Assistance Unit, 111 NW 1st Street, Suite 1300, Miami, FL 33128-1974 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. 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 who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or the Vendor Assistance Unit 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 are solely responsible for those risks (**see Section 1.8**).

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 6 bound copies (a total of 7)** of the complete proposal, including both the technical and price proposals must be received by **the deadline for receipt of proposal specified in the Timetable (see Section 1.2)**. The original, all copies, must be submitted in a sealed envelope or 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, 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 (Quality) Proposal and the Price Proposal 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 the Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the 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 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 the 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 Assistance Unit, 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.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) 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.

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 Solicitation is:

Name and Title: Albert J. Safille, Procurement Contracting Officer
 Name of Agency: Department of Procurement Management
 Address: 111 NW 1st Street, Suite 1300
 Telephone: (305) 375-3507
 Fax: (305) 375-1083
 E-mail: asafill@miamidade.gov

1.7 CONTRACT MEASURES

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows:

A selection factor applies to this Solicitation.

A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Business Development at (305) 375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award and

for the duration of the contract to remain eligible for the preference.

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 Solicitation, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the 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.

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 Solicitation or in any written addendum to this Solicitation. Where there appears to be conflict between the Solicitation 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 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 Solicitation from sources other than the County's Department of Procurement Management's Vendor Assistance Unit or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular Solicitation. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this Solicitation.

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 County 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 Solicitation (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 AND LATE MODIFICATIONS

Please be advised that the County, in exercise of its discretion, may not accept bids and or proposals received after the scheduled time and date noted in this Solicitation. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/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. Modifications received after the Proposal Due Date are also late and will not be considered.

1.13 SOLICITATION 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 Solicitation; postpone or cancel, at any time, this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this Solicitation.

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 executed by County.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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.

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.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentations, Proposers who wish to address the County Commission, a County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this Solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE SOLICITATION

Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation 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 Solicitation. 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. 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.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in the following paragraph.
- C. The written intent to protest shall be accompanied by 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>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, faxed or emailed) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Solicitation.

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.

1.22 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade 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.); and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking obtained by the highest ranked proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

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 Solicitation. A responsive proposal is one which follows the requirements of the Solicitation, includes all documentation, is submitted in the format outlined in the Solicitation, 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/Vendor Assistance Unit 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 Small Business Enterprises 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 Solicitation, 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 Solicitation 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 Solicitation 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 Solicitation or any contract issued as a result of this Solicitation. 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 Solicitation 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**). 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**) 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 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**.

1.37 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the selected Proposer(s) in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the selected Proposer(s), upon approval by the Board of County Commissioners.

1.38 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.39 COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this Solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County herein referred to as the "County" through the General Services Administration, Risk Management Division (RMD), is seeking proposals for the selection of an insurance Broker to provide brokerage and related services for the General Liability and Excess Automobile Liability Construction Wrap-Up Insurance, the "Program", for designated contracts at Miami International Airport and General Aviation Airports.

The selected Broker will be authorized to go out into the insurance marketplace to assist the County in procuring an insurance Program which best suits the County's needs at the most economical price. The selected Broker shall also provide broker services that will assist the County in managing the selected Program. Required brokerage services to be provided and underwriting information are further defined in Section 2.2.

The Program began in 1980, and the current "Rolling Wrap-Up" form has been in place since 1987. When the Program renews on October 1, 2007, coverage must attach to all ongoing contracts covered under the current Wrap-Up Program regardless of when designated contract was let. The Program covers the County, General Contractors of any tier, Lessees, Tenants, Consulting Engineers, Supervising Architects and Architect Engineers, and Dade Aviation Consultants for occurrences arising out of airport construction performed under designated contracts.

This Broker selection process does not apply to any other programs purchased by the County.

It is anticipated that the County will issue an agreement for a five (5) year term, with three (3), one-year options to renew at the County's sole discretion.

The minimum qualification requirements for this solicitation is that the individual who will be primarily responsible for the account for the selected Broker, must be a licensed insurance agent in the State of Florida at the time of the proposal due date. This requirement is a continuing condition throughout the duration of any contract issued as result of this RFP.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

The selected Broker shall:

1. Design specifications and market the Program for coverage when instructed to do so by the Risk Management Division (RMD). Assist the RMD in the completion of all applications, documents, and gathering data which may be requested by insurance companies.
2. Analyze proposals and quotations received from various insurance companies. Negotiate changes for the benefit of the County. Verify reasonableness of price for coverage provided.
3. Provide the County with various Program options; including but not limited to limits, coverage's, retention levels, terms, conditions, and payment options.
4. Make recommendations as to the most advantageous Program to the County. This Program must provide the highest level of coverage at the best possible price, which meets the County's needs and objectives.

5. Represent the County in all negotiations with insurers, underwriters, and other parties with regard to the insurance Program.
6. When instructed to do so by the RMD, administer the placement of coverage. Provide original binders, policies, and endorsements as required in the timetable specified by the RMD.
7. Provide extensive review of binders and policies, including verification of conformity to specifications.
8. Continually evaluate the Program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the County.
9. Assure that insurance policies are placed with reputable and financially responsible insurers. Keep the RMD informed of any changes in rating. Make recommendations should ratings change during the policy term.
10. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for Program related issues and concerns.
11. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, verification of the accuracy of bills, audits, and all premium adjustments.
12. Assist the RMD in developing insurance requirements to be used in all designated contracts covered under this Program.
13. Have an Account Executive assigned to this Program, who will be responsible for communication with the RMD. This individual, along with any team members assigned must be available on a daily basis to the RMD for advice and consultation on Program related issues and concerns as they arise.
14. Attend pre-construction meetings to explain the Program to contractors and answer any questions relating to the Program if requested by the RMD.
15. Attend meetings with RMD staff and other parties as requested.
16. Review any insurance company audits for accuracy.
17. Review construction contracts and any other contracts, and advise the County regarding risk transfer implications if requested by the RMD.
18. Prepare reports annually regarding the effectiveness of risk management services on loss prevention.
19. Act as a liaison between the RMD and the carrier to resolve claims.
20. Advise the County, when requested, on coverage application to specific claims.
21. Maintain accurate claim data on an accident date basis and provide the County with status reports in the form and frequency agreed upon with the County.
22. If necessary, consult with the County regarding the proposed counsel it plans to use with any claim. The County reserves the right to approve legal counsel prior to appointment.

23. Provide each general contractor with a certificate of insurance. Provide certificates of insurance to other parties on an as needed basis.
24. Act as a liaison between any loss control professionals and the County relating to the Program.
25. Maintain copies of all inspection reports issued for the job site(s).
26. Maintain a listing of all contracts covered under the Program.
27. At least 90 days prior to the Program anniversary, submit a written report giving an overview of the Owner Controlled Insurance Program (OCIP), including but not limited to:
 - Anticipated issues regarding insurance terms and conditions and other indications of market conditions, trends and anticipated changes;
 - Identified problems in areas such as claims handling, safety hazards, uninsured risks, etc...;
 - Recommendations for improved Program design;
 - Services performed and plannedand;
 - Issues related to the coordination of the insurance Program.
28. Any other related services as requested by the RMD.

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 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. 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

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) Minimum Qualification Requirements

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers must use said format and supply said documentation.

The minimum qualification requirement for this Solicitation is:

The individual(s) who will be primarily responsible for this account for the selected Broker, must be a licensed insurance agent in the State of Florida at the time of the proposal due date. This requirement is a continuing condition throughout the duration of any contract issued as a result of this RFP. Documentation shall be supplied to support compliance with this requirement {i.e., a current copy of "The Florida Department of Insurance License for General Lines (Property & Casualty)" for the individual who will be primarily responsible for the account}.

5) Technical Information

- (a) Describe the Proposer's approach, methodology, and recommended solutions in performing the services described in the Scope of Services (Section 2.0). The Proposer should include its approach to project organization and management responsibilities of Proposer's management and staff personnel that will perform work on this project, and how the Proposer shall proceed if selected.
- (b) Describe the Proposer's plan to obtain the most cost effective Program to meet the needs of the County.
- (c) Describe in detail, the marketing process/strategy that the Proposer will utilize to achieve the needs of the County.
- (d) Describe the specific coverage/services that the Proposer recommends that the County purchase in connection with this Program.
- (e) List the primary issues and concerns for the County relative to this Program and describe how the Proposer plans to handle each.
- (f) Identify what distinguishes the services provided by the Proposer from the services provided by other Brokers.
- (g) Provide a project schedule identifying key tasks, dates, and deliverables.

6) Proposer's Experience and Past Performance

- (a) Provide a brief history and description of the Proposer. State the number of years that the Proposer has been in existence, the current number of employees and the primary markets served. Provide this information for the overall firm and local office proposing to service this Program. Include the address of the home office and the office proposing to service this Program.
- (b) List the Proposer's experience with Construction Wrap-Up Programs for which Proposer has placed coverage in the past five years. Additionally, list any specific experience the Proposer has in placing this type of coverage in Florida. Lastly, list any specific experience Proposer has in placing this type of Program for governmental agencies. Be specific as to which of the Proposer's offices placed each Program. Do not provide information for accounts for which the Proposer is not the retail Broker.
- (c) Provide references for at least two clients of similar size to the County for which Construction Wrap-Up Programs have been provided where the Proposer is the retail insurance Broker (do not provide information for accounts for which the Proposer is not the retail Broker). 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.
- (d) List all contracts which the Proposer has performed for Miami-Dade County. 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." As such the Proposer must list and describe all work performed for Miami-Dade

County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).

- (e) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided.

7) Key Personnel and Subcontractors Performing Services

- (a) Provide the names and the relevant functions to be performed by subcontractors or subconsultants assigned to work on this Program.
- (b) 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 subcontractor's or subconsultant's employees.
- (c) Describe the role of each individual that will work on this Program. Include specific experience with similar insurance Programs (identify the Programs and the size of the Programs), of all key individuals, including individuals of those subcontractors or subconsultants who will be assigned to this project.
- (d) Provide the names of the individuals that will be involved with the marketing process {as described in Section 3.2(A)(5)(d)} and describe their specific functions.
- (e) Provide resumes with job descriptions, education, professional designations, professional experience and other detailed qualification information on all key personnel who will be assigned to this project, including any of the subcontractors or subconsultants key personnel. 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 Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8) 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 Affirmative Action Plan/Procurement Policy Affidavit (**see Section 1.31**)
- 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 (**see Section 1.32**)

- Form A-12 Code of Business Ethics (see Section 1.33)
- Form A-13 Domestic Violence Leave Affidavit (see Section 1.35)

B. PRICE PROPOSAL

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. The Price Proposal must contain all information required on the Price Proposal Schedule.

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.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of a) Technical Proposal, and b) Price Proposal, and the original and all copies must be submitted in a sealed envelope or 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.: 552
RFP Title: Broker Selection – General Liability and Excess Automobile Liability Wrap-up Insurance
Proposal Due Date: January 31, 2007

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 **(90) 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. Proposers approach to providing the services described in this RFP.	30
2. Proposers experience, qualifications, capabilities, and past performance in providing the services described in this RFP.	30
3. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.	30

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 APPLICATION OF SELECTION FACTOR

A selection factor may be added in accordance with Section 1.7, Contract Measures, and the Small Business Enterprise Program Participation Provisions after review of the Technical Proposal. A Proposer entitled to a selection factor shall receive an additional ten percent (10%) of the total technical evaluation points earned on the technical portion of such Proposer's proposal.

4.4 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.

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 **10 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.

4.5 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 and all other applicable additional points specified in this Solicitation, 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.

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 Solicitation, 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 to make the award and which proposal is in the best interest of the County shall be final.

Broker Selection for General Liability and Excess Automobile Liability
Construction Wrap-Up Program

Contract No. 552

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Southeast Marine & Aviation Insurance, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2333 Ponce de Leon Blvd., Suite R-200, Coral Gables, FL 33134 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Broker and Related Insurance Services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 552 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 January 29, 2007, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Insurance Broker and Related Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 552 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" or "Broker" to mean Southeast Marine & Aviation Insurance, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the 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. 552 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 the date indicated on the first page of this Agreement and shall continue until 12:01 a.m. on October 1, 2012. The insurance coverage begins at 12:01 a.m. on October 1, 2007. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the

Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

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 or e-mail (if provided below) 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
GSA Risk Management Division
111 NW 1st Street, Suite 2340
Miami, FL 33128
Attention: GSA, Risk Management Division Director
Phone: (305) 375-4281
Fax: (305) 375-4255

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Southeast Marine & Aviation Insurance, Inc.
2333 Ponce de Leon Blvd., Suite R-200
Coral Gables, FL 33134
Attention: Alfredo Mason
Phone: (305) 779-7676
Fax: (305) 779-7677
E-mail: masona@semainsurance.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated

in Appendix B, Price Schedule, attached herein. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

The Contractor's fee shall remain firm and fixed for the initial term of the contract. For any option or extension periods, at the County's sole discretion, the County and the Contractor may mutually agree to re-negotiate fees; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension 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 annually as stipulated in Appendix B – Price Schedule. If requested by the County, invoices billed to the County shall contain supporting documentation and 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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 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 that 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
GSA Risk Management Division
111 NW 1st Street, Suite 2340
Miami, FL 33128-1989
Attention: Barbara Dunlop, Casualty & Risk Manager

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

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

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 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 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 \$1,000,000 per occurrence.

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

35

ON EACH CERTIFICATE OF INSURANCE.

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel

staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

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

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

ARTICLE 15. MUTUAL OBLIGATIONS

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

thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the

Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

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

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

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

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs

associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred 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 up to the Effective Termination Date; and
 - ii. noncancelable 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 but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is

- provided, to supply enough properly skilled Staff Personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the

default, including but not limited to:

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

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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

thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

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

common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.

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

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to 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.
- 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. 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

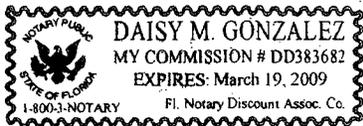
By: *[Signature]*
 Name: ALFREDO MASON
 Title: PRESIDENT
 Date: MARCH 8, 2007
 Attest: *[Signature]*
 Corporate Secretary/Notary Public

Miami-Dade County

By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Assistant County Attorney

50

**Appendix A
Scope of Services**

Miami-Dade County, as represented by the General Services Administration, Risk Management Division (RMD), is contracting for an insurance broker to provide broker and related services for the General Liability and Excess Automobile Liability Construction Wrap-Up Insurance, the "Program", for designated contracts at Miami International Airport and General Aviation Airports.

The Contractor will be authorized to go out into the insurance marketplace to assist the County in procuring an insurance Program which best suits the County's needs at the most economical price. The Contractor shall also provide broker services that will assist the County in managing the selected Program.

The services hereunder do not apply to any other programs purchased by the County.

The minimum qualification requirement, as a continuing condition of award, is that the individual who will be primarily responsible for the account for the Contractor, must be a licensed insurance agent in the State of Florida.

REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall:

1. Design specifications and market the Program for coverage when instructed to do so by the Risk Management Division (RMD). Assist the RMD in the completion of all applications, documents, and gathering data which may be requested by insurance companies.
2. Analyze proposals and quotations received from various insurance companies. Negotiate changes for the benefit of the County. Verify reasonableness of price for coverage provided.
3. Provide the County with various Program options; including but not limited to limits, coverage's, retention levels, terms, conditions, and payment options.
4. Make recommendations as to the most advantageous Program to the County. This Program must provide the highest level of coverage at the best possible price, which meets the County's needs and objectives.
5. Represent the County in all negotiations with insurers, underwriters, and other parties with regard to the insurance Program.
6. When instructed to do so by the RMD, administer the placement of coverage. Provide original binders, policies, and endorsements as required in the timetable specified by the RMD.
7. Provide extensive review of binders and policies, including verification of conformity to specifications.
8. Continually evaluate the Program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the County.

9. Assure that insurance policies are placed with reputable and financially responsible insurers. Keep the RMD informed of any changes in rating. Make recommendations should ratings change during the policy term.
10. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for Program related issues and concerns.
11. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, verification of the accuracy of bills, audits, and all premium adjustments.
12. Assist the RMD in developing insurance requirements to be used in all designated contracts covered under this Program.
13. Have an Account Executive assigned to this Program, who will be responsible for communication with the RMD. This individual, along with any team members assigned must be available on a daily basis to the RMD for advice and consultation on Program related issues and concerns as they arise.
14. Attend pre-construction meetings to explain the Program to contractors and answer any questions relating to the Program if requested by the RMD.
15. Attend meetings with RMD staff and other parties as requested.
16. Review any insurance company audits for accuracy.
17. Review construction contracts and any other contracts, and advise the County regarding risk transfer implications if requested by the RMD.
18. Prepare reports annually regarding the effectiveness of risk management services on loss prevention.
19. Act as a liaison between the RMD and the carrier to resolve claims.
20. Advise the County, when requested, on coverage application to specific claims.
21. Maintain accurate claim data on an accident date basis and provide the County with status reports in the form and frequency agreed upon with the County.
22. If necessary, consult with the County regarding the proposed counsel Contractor plans to use with any claim. The County reserves the right to approve legal counsel prior to appointment.
23. Provide each general contractor with a certificate of insurance. Provide certificates of insurance to other parties on an as needed basis.
24. Act as a liaison between any loss control professionals and the County relating to the Program.
25. Maintain copies of all inspection reports issued for the job site(s).

- 26. Maintain a listing of all contracts covered under the Program.
- 27. At least 90 days prior to the Program anniversary, submit a written report giving an overview of the Program, including but not limited to:
 - Anticipated issues regarding insurance terms and conditions and other indications of market conditions, trends and anticipated changes;
 - Identified problems in areas such as claims handling, safety hazards, uninsured risks, etc.;
 - Recommendations for improved Program design;
 - Services performed and planned; and
 - Issues related to the coordination of the insurance Program.
- 28. Any other related services as requested by the RMD.

Appendix B
Fee Schedule

The broker fee for providing all services as stated in the Scope of Services (Appendix A) for the Program for the initial five insurance years is as follows:

ANNUAL BROKER FEE PER YEAR OF INSURANCE COVERAGE	<u>\$10,000</u>
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Notes:

1. The broker fee is based on a flat, annual fee for broker and related services only (no insurance premium prices are included). The County shall pay the insurance premium annually to the Broker hereunder. The broker fee and insurance premium shall be due annually, at the insurance inception date and at the start of all subsequent Program renewals.
2. Contractor's annual fee is guaranteed for the initial term of the contract. For any option to renew years thereafter, Contractor's annual fee shall be negotiable.
3. The Broker shall not accept commissions for the placement of the Program.

54

Memorandum



Date: February 14, 2007

To: Rita Silva
Senior Procurement Contracting Officer
Department of Procurement Management

From: Albert Safille *Albert Safille*
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 552 – Broker Selection for the General and Excess Automobile Liability Construction Wrap-Up Program

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 summarized below.

Committee meeting dates: February 5, 2007 - Selection/Evaluation Committee "Kick-Off"
February 13, 2007 – Selection/Evaluation Committee Meeting

Verification of compliance with contract measures: The Review Committee meeting of November 18, 2006, recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The Department of Business Development has determined that the Proposer is not a certified SBE; therefore no selection factor was accorded.

Verification of compliance with minimum qualification requirements: The solicitation had minimum qualification requirements which were reviewed by the Chairperson of this Committee and Barbara Dunlop of the client department, GSA. The Proposer met the requirements.

Summary of Committee scores:

The Evaluation/Selection Committee decided not to hold oral presentations since the proposal did not require further clarification. The price proposal was reviewed for the firm remaining in consideration after the review and scoring of technical proposal.

The final score is as follows:

Proposer	Technical Score <i>(max. 450)</i>	Selection Factor Score <i>(max. 10%)</i>	Price Score <i>(max. 50)</i>	Total Combined Score <i>(max. 450)</i>	Price/Cost Submitted
1. Southeast Marine & Aviation Insurance, Inc.	384	N/A	50	434	\$10,000

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as there was no second ranked Proposer.

Other information: Only one proposal was submitted in response to this solicitation.

Negotiations: The Evaluation/Selection Committee recommends that the County enter into negotiations with the firm with the highest score, Southeast Marine & Aviation Insurance, Inc. The following individuals will participate in the negotiations:

Alberto J. Safille, Procurement Contracting Officer, DPM

55

Memo to Rita Silva
Page 2

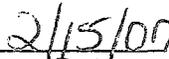
Barbara Dunlop, Property & Casualty Manager, GSA
Sonia Bridges, Administrative Services, Risk Management, MDAD

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

Reviewed:



Sr. Procurement Contracting Officer



Date

RFP NO. 552
 Broker Selection for GL & Excess Auto
 EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	150	128.00
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	150	129.00
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	150	127.00
Selection Factor (10% of the Technical Points Earned on the Technical Portion)		10%		
Total Technical Points (Total of above rows)		90	450	384.00
Total Price Points		10	50	50.00
TOTAL POINTS (Technical + Price)		100	500	434.00
Local Preference* (Highest ranked proposer's total points - 5% = Local Preference range)				

Signature: 
 Chairperson: 
 Reviewed By: _____

57

RFP NO. 552
Broker Selection for GL & Excess Auto
EVALUATION OF PROPOSALS

Barbara Dunlop

SELECTION CRITERIA	PROPOSERS	Maximum Points	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	25
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	25
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	25
Selection Factor <i>(10% of the Technical Points Earned on the Technical Portion)</i>		10%	
Total Technical Points <i>(Total of above rows)</i>		90	75
Total Price Points		10	10
TOTAL POINTS <i>(Technical + Price)</i>		100	85.00

25

RFP NO. 552
Broker Selection for GL & Excess Auto
EVALUATION OF PROPOSALS

Sonia Bridges

SELECTION CRITERIA	PROPOSERS	Maximum Points	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	25
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	23
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	23
	Selection Factor <i>(10% of the Technical Points Earned on the Technical Portion)</i>	10%	
	Total Technical Points <i>(Total of above rows)</i>	90	71
	Total Price Points	10	10
	TOTAL POINTS <i>(Technical + Price)</i>	100	81.00

RFP NO. 552
 Broker Selection for GL & Excess Auto
 EVALUATION OF PROPOSALS

Gyselle Saner

SELECTION CRITERIA	PROPOSERS	Maximum Points	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	25
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	25
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	25
Selection Factor <i>(10% of the Technical Points Earned on the Technical Portion)</i>		10%	
Total Technical Points <i>(Total of above rows)</i>		90	75
Total Price Points		10	10
TOTAL POINTS <i>(Technical + Price)</i>		100	85.00

60

RFP NO. 552
 Broker Selection for GL & Excess Auto
 EVALUATION OF PROPOSALS

Paul Voight

SELECTION CRITERIA	PROPOSERS	Maximum Points	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	26
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	27
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	26
Selection Factor <i>(10% of the Technical Points Earned on the Technical Portion)</i>		10%	
Total Technical Points <i>(Total of above rows)</i>		90	79
Total Price Points		10	10
TOTAL POINTS <i>(Technical + Price)</i>		100	89.00

61

RFP NO. 552

Broker Selection for GL & Excess Auto
EVALUATION OF PROPOSALS

Harold Goldson

SELECTION CRITERIA	PROPOSERS	Maximum Points	Southeast Marine & Aviation Insurance, Inc.
Proposer's approach to providing the services described in the RFP.		30	27
Proposer's experience, qualifications, capabilities, and past performance in providing the services described in the RFP.		30	29
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project.		30	28
Selection Factor (10% of the Technical Points Earned on the Technical Portion)		10%	
Total Technical Points (Total of above rows)		90	84
Total Price Points		10	10
TOTAL POINTS (Technical + Price)		100	94.00

62

Memorandum



Date: December 19, 2006

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Selection Committee for the General Services Administration Department Request for Proposals for Broker Selection for Construction Wrap-Up - RFP No. RQGS0700006

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Department Request for Proposals for Broker Selection for Construction Wrap-Up - RFP No. RQGS0700006:

Selection Committee

Albert J. Saffie, DPM (Non-Voting Chairperson)
Barbara Dunlop, GSA
Sonia S. Bridges, MDAD
Paul Voight, DERM
Gyselle Saner, Seaport
Harold Goldson, DBD
Jorge Mora, MDP (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Code of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

- c: Miriam Singer, Director, DPM
- Wendi Norris, Director, GSA
- Jose Abreu, Director, MDAD
- Carlos Espinosa, Director, DERM
- Bill Johnson, Director, Seaport
- Marsha E. Jackman, Director, DBD
- Vivian Donnell Rodriguez, Director, MDP

Selection Committee

- Albert J. Safille, DPM (Non-Voting Chairperson)
- Barbara Dunlop, GSA
- Sonia S. Bridges, MDAD
- Paul Voight, DERM
- Gyselle Saner, Seaport
- Harold Goldson, DBD
- Jorge Mora, MDP (Alternate)

64

SELECTION COMMITTEE
 GENERAL SERVICES ADMINISTRATION
 REQUEST FOR PROPOSALS
 BROKER SELECTION FOR CONSTRUCTION WRAP-UP

RFP NO. RQGS0700006

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Albert J. Saffile Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-3507
Barbara Dunlop Property and Casualty Manager	GSA	1981	White Female	Bachelor of Science in Business	N/A	(305) 375-4230
Sonia S. Bridges Aviation Safety & Insurance Program Supervisor	MDAD	1988	Black Female	Bachelors in Business Management	N/A	(305) 878-7777
Paul Voight, Manager Airports & Contracts Section	DERM	1988	White Male	Bachelor of Science in Geology	P.G.	(305) 372-6562
Gyselle Saner, Manager Contracts Administration	Seaport	1991	Hispanic Female	Master of Business Administration	N/A	(305) 347-4833
Harold Goldson Administrative Officer 3	DBD	1992	Black Male	Master of Business Administration	N/A	(305) 375-3135
Jorge Mora, Chief P&R Capital Programs Division (Alternate)	MDPR	1999	Hispanic Male	Bachelor of Economics	N/A	(305) 755-7809