Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

Subject: Recommendation for Approval to Award Contract No. RFQ 639: Derivative Products Advisor Services

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RECOMMENDATION

Pursuant to a full and open competitive Request for Qualifications process, it is recommended that the Board of County Commissioners approve an award to procure financial advisory services for derivative products to assist in managing the County's debt through issuance of a wide range of derivative products designed to hedge the County's risk.

CONTRACT NO:	RFQ 639
CONTRACT TITLE:	Derivative Products Advisor Services
TERM:	Three years with two, two-year options to renew
APPROVAL TO ADVERTISE:	July 17, 2008
CONTRACT AMOUNT:	$750,000 for the initial three year term Should the County exercise the two, two-year options to renew, the cumulative contract value will be $1,750,000.
USING/MANAGING AGENCY:	Finance
FUNDING SOURCES:	Proceeds from the issuance of derivative products by the benefitting County agency, through the Finance Department, Division of Bond Administration.
METHOD OF AWARD:	Awarded to the highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation.
VENDORS RECOMMENDED FOR AWARD:	Swap Financial Group, LLC (Non-local) 76 South Orange Avenue, Suite 6 South Orange, NJ 07079 Principal: Peter Shapiro

VENDORS NOT RECOMMENDED FOR AWARD:	Echo Financial Products, LLC (Non-Local) 630 Freedom Business Center King Of Prussia, PA 19406 First Southwest Company (Non-Local) 325 North St. Paul Street, Suite 800 Dallas, Texas 75201 PFM Asset Management, LLC (Non-Local) 2 Logan Square, Suite 1600 Philadelphia, PA 19103 Rubin/Chambers, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc. (Non-Local) 6222 Wilshire Blvd, Suite 220 Los Angeles, CA 90048 Sound Capital Management, Inc. (Non-Local) 6400 Flying Cloud Drive, Suite 200 Eden Prairie, MN 55344 Sterne Agee & Leach (Non-Local) 2 Grand Central Tower 140 East 45th Street, 18th Floor New York, NY 10017
CONTRACT MEASURES:	The Review Committee of May 14, 2008, recommended a Small Business Enterprise selection factor for this contract.
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The 2% User Access Program provision is included. The 2% program discount will be collected.
LOCAL PREFERENCE:	Applied in accordance with applicable Ordinance.
PERFORMANCE DATA:	There are no performance issues with the recommended vendor.
COMPLIANCE DATA:	There are no compliance issues with the recommended vendor.
PROJECT MANAGER:	Frank Hinton, Finance Department

ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The County has utilized the services of a derivative products advisory firm since September 2003. These specialized financial advisory services are needed due to the complex nature of derivative products and their associated transactions. The advisor will assist the County in evaluating various derivative product options available, determining whether such products would be advantageous for the County, and coordinating the timing, structure and pricing of these transactions. Through the effective use of these transactions, the County is able to better manage its debt and lower the cost of funds needed for projects.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

FROM: R. A. Cuevas, Jr. 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)
1-22-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SWAP FINANCIAL GROUP, LLC TO OBTAIN DERIVATIVE PRODUCTS ADVISOR SERVICES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 CONTRACT NO. RFQ639

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 Swap Financial Group, LLC, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. 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.

Gerald T. Heffernan

DERIVATIVE PRODUCTS ADVISOR SERVICES
CONTRACT NO. RFQ 639

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Swap Financial Group, LLC , a limited liability corporation organized and existing under the laws of the State of New Jersey, having its principal office at 76 South Orange Avenue, Suite No. 6, South Orange, New Jersey, 07079 (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 Derivative Products Advisor Services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 639 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 August 12, 2008, 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 Derivative Products Advisor 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), RFQ No. 639 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 designated to manage the Contract.

d) The word "Contractor" to mean Swap Financial Group, LLC 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 Project.

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 RFQ No. 639 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 as of the date on the cover page of this contract and shall be for the duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year periods. 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
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33138
Attention: Director
Phone: 305-375-5046
Fax: 305-375-5659

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

Swap Financial Group, LLC
76 South Orange Avenue, Suite No. 6
South Orange, New Jersey 07079

Attention: Peter Shapiro

Phone: 973-378-5500
Fax: 973-378-5575
E-mail: pshapiro@swapfinancial.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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; 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 will a) in accordance with Appendix B – Price Schedule, receive a Swap/Derivative transaction fee from the Counterparty or from the County upon receipt of an invoice (depending upon the arrangement in the Swap agreement), at the closing for each executed transaction; and b) for non-executed transactions and Additional Services (see Appendix A, Additional Services), the Contractor may bill the County periodically for approved Services, in accordance with Appendix B – Price Schedule, upon completion of such task, as described in the Scope of Services, but not more than once per month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33138
Attention: Frank Hinton

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 the Department of Procurement Management, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, 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 $250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

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

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

OR

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

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

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

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period 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 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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor 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. 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

The Contractor shall not use Subcontractors/Subconsultants for services provided to the County under this Agreement.

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 reprocurement 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 Contractor 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 Small 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. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County

contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

c) Contractor Compliance

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

ARTICLE 40. SURVIVAL

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

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

Contractor	Miami-Dade County
By: James E Murphy	By: _____
Name: James E Murphy	Name: _____
Title: Vice President	Title: _____
Date: 10/8/08	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
LILIANA E. GUTIERREZ NOTARY PUBLIC OF NEW JERSEY My Commission Expires July 30, 2009	_____ Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

1. Background/Prohibitions

Miami-Dade County, hereinafter referred to as the County, as represented by the Finance Department, hereinafter referred to as the Department, is contracting with a Derivative products financial advisor to provide financial advisory services regarding Swaps and other Derivative products to the County and its Departments. The Contractor shall assist the County in managing the County's debt through the use of a wide range of Derivative products designed to hedge the County's risk.

The Contractor **shall NOT:**

A. Be a member of the County's underwriters Pool (RFQ No. 79, Underwriters Pool);
B. Participate as a counterparty in any County Swap/Derivative product transaction; or
C. Use Subcontractors/Subconsultants for services provided to the County under the Contract.

However, the Contractor may participate in all competitive County bond transactions, so long as no Swap/Derivative product is associated with such bond transaction.

2. Qualifications

The Contractor shall be a Derivative products financial advisor, an investment banking firm with a Derivative products division, or a financial advisory firm with a Derivative products (structured products) division whose primary business is advisory services to governmental entities on Derivatives and Swaps.

3. Requirements And Services To Be Provided

A. Advisement

The Contractor shall, as it relates to Swap/Derivative products transactions, advise the County of the following:

1. On whether a Swap/Derivative product is advantageous and if so, how it should be priced, i.e., competitive, negotiated, or some other pricing process.

2. As it pertains to a competitive bidding process on the day of the bid, as to the best bid received (based upon the verification of bids), and to recommend an award which, in the Contractor's judgment, is in the best interest of the County.

3. On various Swap/Derivative products and other similar products available in the market.

4. As to the proper ratio of Swaps and Derivatives to the total related debt of the County.

5. As to the liquidity of various Swap/Derivative products currently held by the County or those available in the market.

B. Assistance

The Contractor shall, as it relates to Swap/Derivative products transactions, assist the County on the following:

1. Prepare a timetable for each transaction and assist the County in coordinating all meetings and conference calls between the County and the firms involved in each transaction.

2. Determine the optimal timing for the transactions on an as needed basis.

3. Prepare and/or negotiate the following documents on an as needed basis:
   a) The ISDA (International Swaps & Derivatives Agreement);
   b) The Master Agreement;
   c) The Confirmation;
   d) The Credit Support Annex (CSA); and
   e) The Notice of Bid.

4. Prepare bidding documents with respect to competitively bid Swap/Derivative products contracts.

5. Determine the pricing of negotiated Swap/Derivative products and provide a written fair market opinion as to the counterparty's spread and pricing at time of closing.

6. Evaluate financial risks, exposure and benefits of entering into Swap/Derivative products.

C. Review

The Contractor shall, as it relates to Swap/Derivative product transactions, review for the County the following:

1. On an as needed basis, all proposals for Swap/Derivative product transactions submitted to the County and provide a written recommendation for each proposal within the County's requested timeframe.

2. The capabilities and financial qualifications of proposed Swap counterparties and make recommendations to the County as to the counterparties' suitability.

D. Other Related Services

The Contractor shall:

1. On a pro-active basis, bring Swap/Derivative product ideas to the attention of the Finance Director.

2. Monitor on an on-going basis the existing and any new Swap/Derivative product and make recommendations as to any changes that should be made to these products.

3. Make Swap/Derivative product presentations to the Board of County Commissioners (BCC) on an as needed basis.

4. Provide periodic reports to the County on municipal Swap market conditions, both within the State of Florida and nationwide, on an as needed basis.

5. Perform all other Services fundamental to Swap/Derivative products advisory services.

4. Additional Services

The Contractor shall:

1. Provide to the Finance Director, on a monthly basis, a mark to market evaluation, including a termination value, of each County Swap/Derivative product and make recommendations to continue or terminate each Swap/Derivative.

2. Prepare and submit to the County via email or other County approved method, by each November 30th, annual mark to market evaluations for each of the County's Swap or Derivative products.

3. Attend meetings between the County and representatives of the rating agencies, credit enhancement facilities and major institutional investors at County offices and via conference calls, on an as needed basis.

4. Assist the County in creating reports, such as Comprehensive Annual Financial Report (CAFR), Swap Policy Report for BCC, mark to market reports, fair market opinion reports and any other reports deemed necessary on an as needed basis determined by the County.

APPENDIX B – PRICE SCHEDULE

A. Swap/Derivative Product Fees – For Executed Transactions:

The Contractor shall be reimbursed based on a "Fee Per $1000 of Notional Amount" (as stated below) for each executed transaction, which shall include all costs associated for such Services. However, there will be a minimum and maximum fee set per transaction, as applicable. Description of the Services to be provided are found in Section 3 of Appendix A.

Swap/Derivative Fees Per $1000 of Notional Amount:

Notional Amount	Fees Per $1000 of Notional Amount		
	Fixed to Variable	**Variable to Fixed**	**Other Derivative Products** (Including Basis Swaps)
0 - $50,000,000	**$ 0.80**	**$ 0.80**	**$ 0.80**
$50,000,001 - $100,000,000	**$ 0.60**	**$ 0.60**	**$ 0.60**
$100,000,001 - $150,000,000	**$ 0.40**	**$ 0.40**	**$ 0.40**
$150,000,001 and Over	**$ 0.10**	**$ 0.10**	**$ 0.10**
Notwithstanding the fees stated above, the minimum and maximum fee paid per transaction shall be as stated below.			
	Fixed to Variable	**Variable to Fixed**	**Other Derivative Products** (Including Basis Swaps)
Minimum Fee Per Transaction (In Dollars)	**$ 25,000**	**$ 25,000**	**$ 25,000**
Maximum Fee Per Transaction (In Dollars)	**$ 105,000**	**$ 105,000**	**$ 105,000**

Notes for Section A Fees:

1. If the resulting total fee based on the "Fee Per $1000 of Notional Amount" times the "Notional Amount" is less than the "Minimum Fee Per Transaction", then the "Minimum Fee Per Transaction" shall be paid.
2. If the resulting total fee based on the "Fee Per $1000 of Notional Amount" times the "Notional Amount" is more than the "Maximum Fee Per Transaction", then the "Maximum Fee Per Transaction" shall be paid.
3. The fees above include normal administrative fees, such as telephone, mailing, faxes, copying charges, overnight mail, etc. The fees above, however, do not include out of pocket expenses related to travel expenses incurred in connection with an executed transaction. Actual and verified out of pocket expenses shall not exceed $5000 per executed transaction, unless otherwise approved in writing and in advance by the County. Payment for County approved out of pocket expenses shall be paid by the County after the submission of an invoice in a form acceptable to the County. Refer to Article 7, regarding adherence to Section 112.061 of the Florida Statutes for travel expenses.

B. Swap/Derivative Product Hourly Rate – For Non-Executed Transactions and for Additional Services:

The County shall pay the Contractor on an hourly basis for performed Services on Swap/Derivative products proposals that do not result in an executed transaction (see Section 3 of Appendix A), and for Additional Services (see Section 4 of Appendix A). The hourly rates for such services, as stated below, include all costs associated with performing such Services.

1. Hourly Rates For Swap/Derivative Products Proposals That Did Not Result In An Executed Transaction And For Additional Services:

Swap Advisor/Staff	Hourly Rate
Senior Advisor	$ 400
Junior Advisor	$ 200
Clerical	$ 0.00

2. Contractor's Policy For Billing Hourly Fees:

The Contractor shall provide the Services described in Sections 3 and 4 of Appendix A and waive the hourly rates if the County executes at least one transaction per year of the contract term and renewal periods.

Notes for Section B Hourly Rates:

1. The hourly rates above include normal administrative fees, such as telephone, mailing, faxes, copying charges, overnight mail, etc. The rates above, however, do not include out of pocket expenses related to travel expenses incurred in connection with proposals that do not result in an executed transaction. Actual and verified out of pocket expenses shall not exceed $5000 per each proposal not executed, unless otherwise approved in writing and in advance by the County. Payment for County approved out of pocket expenses shall be paid by the County after the submission of an invoice in a form acceptable to the County. Refer to Article 7, regarding adherence to Section 112.061 of the Florida Statutes for travel expenses.
2. The key personnel who will be performing the Services in Section 3 of Appendix A shall also perform the Additional Services, as needed.
3. For fees indicated as $0.00, the Contractor shall provide such Services at no charge.

Notes For Sections A and B Above:

1. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
2. All fees are fixed for the term of the contract, including renewal periods.

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Finance Department Request for Proposals for Derivative Products Advisor Services - RFP No. RQFN0800003

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Finance Department Request for Proposals for Derivative Products Advisor Services - RFP No. RQFN0800003:

Selection Committee
Scott Voelker, DPM, Non-Voting Chairperson
Frank Hinton, Finance
Diane Camacho, WASD
Christopher Rose, SWM
Khalid Salahuddin, Seaport
Sandra Bridgeman, MDAD
Maria Sanchez, SWM (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 Small Business Development (SBD) 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 SBD 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 Cone 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
Rachael Baum, Director, Finance
John Renfrow, Director, MDWASD
Kathleen Woods-Richardson, Director, SWM
Bill Johnson, Director, Seaport
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD

Selection Committee
Scott Voelker, DPM, Non-Voting Chairperson
Frank Hinton, Finance
Diane Camacho, WASD
Christopher Rose, SWM
Khalid Salahuddin, Seaport
Sandra Bridgeman, MDAD
Maria Sanchez, SWM (Alternate)

SELECTION COMMITTEE
FINANCE DEPARTMENT
REQUEST FOR PROPOSALS
DERIVATIVE PRODUCTS ADVISOR SERVICES

RFP NO. RQFN0800003

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Scott Voelker Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-3507
Frank Hinton Bond Analyst	Finance	1991	White Male	Bachelors in Business	None	(305) 375-5046
Diane Camacho Assistant Director, Finance	WASD	1993	White Female	Bachelor of Arts in Accounting	CPA	(786) 552-8104
Christopher Rose Deputy Director	SWM	1998	White Male	Master of Public Administration	None	(305) 514-6618
Khalid Salahuddin Deputy Director	Seaport	1983	Hispanic Male	Master of Public Administration Bachelor of Science in Political Science/Education	None	(305) 371-7678
Sandra Bridgeman Controller	MDAD	1988	Black Female	Masters in Accounting Bachelors in Accounting	CPA	(305) 876-7793
Maria Sanchez Controller (Alternate)	SWM	1999	Hispanic Female	Master of Accounting	CPA	(305) 514-6741

Memorandum

MIAMI-DADE COUNTY

Date: September 12, 2008

To: George M. Burgess
County Manager

Thru: Miriam Singer
Director
Department of Procurement Management

From: Scott Voelker
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFQ No. 639:
Derivative Products Advisor Services

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Qualifications following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
August 14, 2008 (kick-off meeting)
August 21, 2008 (technical and price scoring meeting)
September 2, 2008 (technical and price scoring review meeting)

Verification of compliance with contract measures:
The Review Committee meeting of May 14, 2008 recommended a Small Business Enterprise selection factor for this solicitation. The selection factor was not applied as none of the Proposers were certified.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Summary of scores:

The preliminary scores are as follows:

Proposer	*Technical Score* (max. 450)	*Selection Factor Score* (max. 45)	*Total Technical Score* (max. 495)
1. Swap Financial Group, LLC	430	0	430
2. Rubin/Chambers, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.	389	0	389
3. First Southwest Company	378	0	378
4. PFM Asset Management LLC	370	0	370
5. Sound Capital Management, Inc.	345	0	345
6. Sterne Agee & Leach	299	0	299
7. Echo Financial Products, LLC	270	0	270

The Evaluation/Selection Committee decided not to hold oral presentations. Price proposals were reviewed for those proposers remaining in consideration, the top three proposers, after the review and scoring of technical proposals.

The final scores are as follows:

Proposer	*Total Technical Score* (max. 450)	*Price Score* (max. 50)	*Total Combined Score* (max. 545)	*Price/Cost Submitted*
1. Swap Financial Group, LLC	430	47	477	Multiple line items
2. Rubin/Chambers, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.	389	33	422	Multiple line items
3. First Southwest Company	378	31	409	Multiple line items

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as no proposer was within 5% of the top ranked.

Other information:
After the Evaluation/Selection Committee meeting of August 21, 2008, it was discovered that scores for one committee member were inadvertently not added into the composite technical score. The Evaluation/Selection Committee was reconvened and advised of the issue. The ranking of the proposers remained the same, and the Evaluation/Selection Committee recommended the same proposer for negotiations.

Negotiations:
Pursuant to the solicitation, the Evaluation/Selection Committee hereby submits the results of their evaluation and recommends that the County enter into negotiations with the proposer with the highest score, Swap Financial Group, LLC. The following individuals will participate in the negotiations:

Scott Voelker, Procurement Contracting Officer, DPM
Rachel Baum, Director, FIN
Frank Hinton, Bond Analyst, FIN

Justification for Recommendation:
The Evaluation/Selection Committee recommends that Swap Financial Group, LLC be recommended for negotiations for the following foremost reasons: the firm has superior staff expertise, significant exposure to the market place, knowledge of the County's Swap and Derivative business, and provided the best overall pricing among proposers under consideration.

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

Approved

George M. Burgess
County Manager

9/24/08
Date

Not Approved

George M. Burgess
County Manager

Date

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	200	151	109	166	129	190	150	175
Relevant experience and qualifications of key personnel that will be assigned to this project	30	150	117	87	123	105	146	131	123
Proposer's approach to providing the services requested in this Solicitation	20	100	77	74	89	65	94	89	91
Technical Points *(Total of technical rows)*	90	450	345	270	378	299	430	370	389
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	45	0	0	0	0	0	0	0
Total Technical Points	99	495	345	270	378	299	430	370	389
Price Points	10	50			31		47		33
TOTAL POINTS *(Technical and Price)*	109	545			409		477		422

SIGNATURE: Scott Veelker

Chairperson

Pearl Betrel

Reviewed By

DATE: 9/9/08

9/9/08

9/9/2008

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

FRANK HINTON (FIN)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	33	20	37	19	40	20	35
Relevant experience and qualifications of key personnel that will be assigned to this project	30	25	22	28	28	30	29	27
Proposer's approach to providing the services requested in this Solicitation	20	16	15	19	15	19	18	19
Technical Points *(Total of technical rows above)*	90	74	57	84	62	89	67	81
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0
Total Technical Points	99	74	57	84	62	89	67	81
Price Points	10			10		10		10
TOTAL POINTS *(Technical and Price)*	109			94		99		91

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

DIANE CAMACHO (WASD)

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SELECTION CRITERIA / PROPOSERS	Maximum Points	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	36	20	25	25	38	30	35
Relevant experience and qualifications of key personnel that will be assigned to this project	30	25	15	20	15	28	28	25
Proposer's approach to providing the services requested in this Solicitation	20	17	15	15	10	19	16	18
Technical Points *(Total of technical rows above)*	90	78	50	60	50	85	74	78
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0
Total Technical Points	99	78	50	60	50	85	74	78
Total Price Points	10			2		10		2
TOTAL POINTS *(Technical and Price)*	109			62		95		80

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

CHRISTOPHER ROSE (SWM)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	15	5	35	25	35	30	35
Relevant experience and qualifications of key personnel that will be assigned to this project	30	20	10	25	20	30	25	20
Proposer's approach to providing the services requested in this Solicitation	20	15	15	20	15	20	20	20
Technical Points *(Total of technical rows above)*	90	50	30	80	60	85	75	75
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0
Total Technical Points	99	50	30	80	60	85	75	75
Price Points	10			6		9		6
TOTAL POINTS *(Technical and Price)*	109			86		94		81

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

KHALID SALAHUDDIN (SEAPORT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	35	32	38	30	39	37	35
Relevant experience and qualifications of key personnel that will be assigned to this project	30	25	20	28	20	30	27	25
Proposer's approach to providing the services requested in this Solicitation	20	17	17	18	15	18	18	17
Technical Points *(Total of technical rows above)*	90	77	69	84	65	87	82	77
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0
Total Technical Points	99	77	69	84	65	87	82	77
Price Points	10			6		10		7
TOTAL POINTS *(Technical and Price)*	109			90		97		84

RFQ NO. 639
DERIVATIVE PRODUCTS ADVISOR SERVICES
EVALUATION OF PROPOSALS

MARIA SANCHEZ (SWM)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Sound Capital Management, Inc.	Echo Financial Products, LLC	First Southwest Company	Sterne Agee & Leach	Swap Financial Group, LLC	PFM Asset Management LLC	Rubin/Chamber, Dunhill Insurance Services, Inc. d/b/a CDR Financial Services, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40	32	32	31	30	38	33	35
Relevant experience and qualifications of key personnel that will be assigned to this project	30	22	20	22	22	28	22	26
Proposer's approach to providing the services requested in this Solicitation	20	12	12	17	10	18	17	17
Technical Points *(Total of technical rows above)*	90	66	64	70	62	84	72	78
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0
Total Technical Points	99	66	64	70	62	84	72	78
Price Points	10			7		8		8
TOTAL POINTS *(Technical and Price)*	109			77		92		86