Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

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

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

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. RFP628: Miami-Dade Fire Suppression Assessment

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Following discussion at both the December 8, 2008 Health and Public Safety Committee and the December 16, 2008 Board of County Commissioners meeting, this item has been revised to reflect a re-negotiated contract. A summary of the negotiation achievements is provided in the Background Section.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced contract to procure consulting services for the development of a non-ad valorem fire suppression assessment option as follows:

CONTRACT NO:	RFP628
CONTRACT TITLE:	Miami-Dade Fire Suppression Assessment
DESCRIPTION:	To obtain consulting services for the development of a fire suppression assessment program for Fiscal Year 2009-10 for Miami-Dade Fire Rescue. The contractor shall research and evaluate fire call data, and identify for the County a legally defensible methodology for apportionment of fire suppression assessments in Miami-Dade County.
TERM:	Two years with two, two-year options-to-renew
APPROVAL TO ADVERTISE:	April 28, 2008
CONTRACT AMOUNT:	$799,591 for the initial two year term to include the initial assessment analysis and implementation.
USING/MANAGING AGENCY:	Miami-Dade Fire Rescue
FUNDING SOURCE:	Fire Rescue District Revenue
METHOD OF AWARD:	Awarded to the highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.
VENDOR RECOMMENDED FOR AWARD:	Government Services Group, Inc. (non-local) 1500 Mahan Drive, Suite 250

	Tallahassee, Florida 32308 Principal: Robert Sheets
VENDOR(S) NOT RECOMMENDED FOR AWARD:	Not Applicable
CONTRACT MEASURES:	The Review Committee of March 19, 2008, recommended a Small Business Enterprise 10% subcontractor goal for this solicitation.
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 program discount will be collected.
LOCAL PREFERENCE:	Applied in accordance with applicable Ordinance, but did not affect the outcome.
PERFORMANCE DATA:	There are no performance issues with the recommended firm.
COMPLIANCE DATA:	There are no compliance issues with the recommended firm.
PROJECT MANAGER:	Scott Mendelsberg, Miami-Dade Fire Rescue
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 Office of Strategic Business Management (OSBM) and MDFR have been updating the Five Year Financial Model for the Fire Rescue District to assess ad valorem revenue requirements needed to keep up with normal expected departmental expenditure growth and the deployment of four planned additional stations. Although the exact rate of change for tax rolls during the next five years is very difficult to predict, staff have evaluated different millage scenarios considering a very conservative forecast for tax roll growth: flat tax roll growth for the next two years and then three percent growth for the remaining three years. Based on the result of this analysis, it is clear that the Board could use the flexibility vested in them by state law as it pertains to the levying of millage rates different than the state

defined maximum millage. The Board has the ability to provide the Fire Rescue District with enough resources to maintain the current number of units and to allow some measureable growth in services at the same time, all within the limitations of the three mill cap currently imposed in the Fire Rescue District jurisdiction. The Miami-Dade Property Appraiser's Office estimated that the 2007 MDFR Service District tax roll contained 597,373 residential units and more than 300 million square feet of industrial, office and retail property.

The purpose of this contract is to investigate if the adoption of a non-ad valorem fire suppression assessment could prove to be a viable funding alternative. The major objectives of this project are:

a) Define and outline the standards and levels of service provided by the MDFR.

b) Determine and calculate the assessable costs of fire suppression services, addressing operational, overhead and capital costs.

c) Develop a framework for accurate and equitable allocation of emergency and non-emergency program services through analysis of incident call data records and other County data.

d) Classify similar types of improvements and land use into property use categories. These will be grouped according to similar uses, call loading and potential loss characteristics.

e) Compile the results of the previous objectives into a legally defensible, fair and reasonable, apportionment methodology for MDFR.

At the December 8, 2008 Health and Public Safety Committee, a recommendation to award this contract was presented at a cost of $1,066,560. At that meeting, the contract award recommendation was not approved and staff was directed to renegotiate pricing with the consultant, identify areas in the contract that could be handled by the MDFR staff such as the community meetings in an effort to obtain a better price. At the subsequent Board meeting on December 16, 2008, the Board discussed the option to consider a resolution of intent to implement a fire assessment fee and the County Manager's Miami-Dade Fire Rescue District Fire Suppression Assessment Option Report. During the discussion, the Board again expressed the need for staff to negotiate a contract at a lower cost which would be presented to the Board for consideration in January 2009.

The County proceeded to negotiate with Government Services Group, Inc. The discussions focused on finding cost saving opportunities by identifying portions of the work that the County could perform itself, as well as, reductions to the consulting fees. It was determined that the majority of the work during the Program Implementation Phase (see Milestone Three below) would be performed by MDFR with assistance from all appropriate County agencies. Performing these tasks in-house also eliminated the need for the consultant to attend the related public hearings. The County did not assume the tasks involving the public education component that will be performed by a Small Business Enterprise (SBE) subcontractor, The Cunningham Group, Inc., to fulfill the SBE subcontractor goal. Additionally, Government Services Group, Inc. offered a 5% price reduction from the original hourly consulting fees, including the subcontractor fees.

The following is a summary of the project milestones with tasks required, changes made to the renegotiated contract, not-to-exceed price per milestone, and the overall cost reductions.

Original Recommended Contract (Dec. 08)	Renegotiated Contract (Jan. 09)
Milestone One – Initial Assessment Analysis	
Tasks • Strategy meeting with County • Develop Plan of Action • Perform Initial Assessment Analysis: high-level analysis of the County's property and incident call data – Data and report review – Identify full costs of fire suppression services (separate the emergency response costs) – Identify the alternative sources of revenue – Develop methodology for apportionment	Changes Reorganized certain public education components into Milestone Three. Consultant lowered hourly rate by 4.6%.
Price $348,155	$312, 268
Milestone Two – Final Assessment Analysis & Report	
Tasks • Tax Assessment Roll Database (Create a pro-forma fire rescue assessment roll database) – Test the sufficiency of the roll – Revise the apportionment methodology • Preliminary Pro-forma Schedule of Rates – Calculate and present a preliminary Pro forma schedule of rates – Obtain County feedback – Prepare modifications or alternative scenarios – Present the modified results and impacts • Provide the Assessment Analysis Report (incorporating the Initial Assessment Analysis) • Present the results of the comprehensive analysis to the Board of County Commissioners • Obtain County feedback on Assessment Analysis Report • Provide Final Assessment Analysis Report (incorporating County feedback)	Changes Reorganized certain public education components into Milestone Three. Consultant lowered hourly rate by 4.6%.
Price $419,045	$383,611

Original Recommended Contract (Dec. 08)	Renegotiated Contract (Jan. 09)
Milestone Three/Additional Related Services	
Tasks - Implementation • Prepare modifications/alternative rate scenarios • Conduct community meetings • Prepare public education and communications materials • Participate in community meetings • Update Property Appraiser information • Attend public hearings to adopt ordinance • Attend public hearing to adopt initial resolution • Attend public hearing to adopt final assessment resolution (special meeting)	Changes Reorganized the public education components to shift work to Milestone Three. Reduced on-site meetings and attendance at public hearings. Removed update to Property Appraiser information. Consultant lowered hourly rate by 4.6%.
Tasks - Additional Related Services • Draft a home-rule service assessment ordinance • Assist the County in preparing the necessary resolutions • Draft implementing resolutions • Advise the County regarding fire suppression special assessment revenue requirements • Update the pro forma assessment roll for use in the recurring annual assessment program • Advise and assist with the legal requirements for the adoption of the final rate resolution and certification of the assessment roll - Develop the form of the first class notice - Provide County with form of publication of the public hearing - Develop a form of the public information sheet - Attend the public hearing - Certify the assessment roll to the Miami-Dade County Tax collector	Changes Removed the additional related services (except development of public information sheet) as MDFR will perform these with assistance from all appropriate County agencies.
Price $299,360	$103,712
Total $1,066,560	$799,591
	Cost Reduction $266,969

The resulting savings reduced the contract value from $1,066,560 to $799,591. Should the County elect to delay the implementation for one year, the fire assessment roll analysis could still be used with an update costing up to $88,641.

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)(F)

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)(F)
1-22-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. TO OBTAIN CONSULTING SERVICES FOR THE DEVELOPMENT OF THE FIRE SUPPRESSION ASSESSMENT PROGRAM, 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. RFP628

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 Government Services Group, Inc., 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.

James K. Kracht

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Miami-Dade Fire Rescue (MDFR) Assessment

Contract No. RFP 628

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Government Services Group, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308. (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 professional/consultation services for the development of fire special assessment, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 628 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated May 28, 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 Consulting 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:

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ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 628 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 Government Services Group, Inc., and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the 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 Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No. 628 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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 on the date on the first page and shall be for the duration of twenty-four (24) months. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two, two-year option to renew. 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) Miami-Dade Fire Rescue Department
Miami-Dade County
Attention: Fire Chief
Phone: (786) 331-5122

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

Government Services Group, Inc.,
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
Attention: Camille Tharpe
Phone: 850-681-3717
Fax: 850-224-7206

E-mail: ctharpe@govserv.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.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the contract, including any option to renew periods as stipulated in Appendix B. The Contractor may offer incentive discounts to the County at any time during the contractual term and any renewals or extensions thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County once per month, upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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
Miami-Dade Fire Rescue Department

9300 NW 41st Street
Miami, FL 33178
Attention: Nicholas Osborne
Special Project Administrator 1

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 work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

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.
CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

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

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

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

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND

EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within

the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for 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: _____	By: _____
Name: Robert Sheets	Name: _____
Title: CEO	Title: _____
Date: December 30, 2008	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
SANDRA G. MELGAREJO Commission DD 826797 Expires November 14, 2012 Bonded Thru Troy Fain Insurance 800-385-7019	_____ Assistant County Attorney

APPENDIX A - SCOPE OF SERVICES

1.1 Objectives

The Contractor shall research and evaluate outstanding issues and identify for the County to consider policy decisions necessary to develop and implement a fire rescue special assessment program for Fiscal Year 2009-10. In addition, the Contractor shall develop a legally defensible methodology for apportionment for fire assessments in Miami-Dade County.

The major objectives of this project are:

a) Define and outline the standards and levels of service provided by the MDFR.
b) Determine and calculate the assessable costs of the fire rescue services, addressing operational, overhead and capital costs.
c) Develop a framework for accurate and equitable allocation of emergency and non-emergency program services through analysis of incident call data records and other County data.
d) Classify similar types of improvements and land use into property use categories and group these according to similar uses, call loading and potential loss characteristics.
e) Compile the results of the previous objectives into a legally defensible, fair and reasonable, apportionment methodology for the Fire Rescue MSBU.

All work performed under this Contract requires a Notice-to-Proceed issued by the County. Such notice shall include authorized work and changes to the events schedule.

1.2 Required Services

The Contractor shall provide consultant services for the assessment including, but not limited to, the services described in the Contractor's proposal and the following:

A. Initial Meeting: The Contractor shall hold an initial meeting with the County Project Manager, no later than five days after Notice to Proceed.

B. Plan of Action: The Contractor shall submit a Plan of Action, within five days after the initial meeting takes place, relative to gathering of information for the project, to allow the County to prepare the data sources that may be required for the project.

C. Initial Assessment Analysis: The Contractor shall perform an initial high-level analysis of the County's property and incident call data. This Initial Assessment Analysis shall address at a minimum, requirements listed below, from a global perspective.

1. **Data and Report Review**
   Review and evaluate existing County legal documents, ad valorem tax roll information, fire rescue call data, existing agreements, reports and other data pertaining to the provision of fire rescue services in the County.

2. **Full Costs of Services**
   Identify the full cost of the fire rescue service delivery using the County's most current financial information including direct and indirect cost and identify service delivery issues which may affect the apportionment methodology. Separate the emergency response costs from those required for fire code inspections, pre-fire planning, and other non-emergency services. Identify the alternative sources of revenue to fund the service delivery, overhead, implementation, and collection costs and determine the net service delivery revenue requirements.

   Determine the total fire rescue special assessment revenue requirements so that the County addresses the operational and overhead costs necessary to recover the costs of:
   (a) net fire rescue service delivery revenue requirements,
   (b) cost of implementing the annual recurring assessment program, and

(c) costs of collecting the assessment.

Note: Operational costs include salaries, benefits, fuel, equipment, etc., while overhead costs are administrative costs that relate only indirectly to the provision of service and are mandated by law or County policy. Some examples of overhead costs include: fees charged by the Property Appraiser, Tax Collector and Clerk of Courts. Ideally, the operationally related portion of the revenue requirement should be separated from the overhead portion so that each assessment is the sum of the operational cost assessment and a flat rate overhead cost assessment.

3. **Methodology for Apportionment**
   Develop a method of apportionment using the current ad valorem tax roll and incident response data. Review the assessment methodology for legal sufficiency and the tax bill method of collection. The methodology must be legally defensible.

   Classify similar types of improvements and land use into property use categories according to similar uses, call loading and potential loss characteristics, for the purposes of determining assessment rates. Property categories should include unimproved land, commercial, residential, industrial, and agricultural.

   Note: The County reserves the right to use its own legal counsel to review and confirm the legal approach utilized to establish the apportionment methodology. Based on feedback from the various public meetings or at the County's discretion, the County may request adjustments to the proposed methodology at no additional cost.

D. **Final Assessment Analysis Report:** The Contractor shall provide a Final Assessment Analysis Report that incorporates the Initial Assessment Analysis and the requirements listed below, in their entirety.

1. **Tax Assessment Roll Database**
   Create a pro-forma fire rescue assessment roll database by utilizing the County's most recent ad valorem tax roll and property use categories. Test the sufficiency of the roll by developing reports to access property use information.

   Apply the apportionment methodology to assessment roll database to test the data validity and legal sufficiency as necessary. Revise the apportionment methodology if necessary to meet these requirements.

2. **Preliminary Pro-forma Schedule of Rates**
   Calculate and present a Pro forma schedule of rates to the County's project team and the impacts on each property use category based on the apportionment methodology and revenue requirements for the Fiscal Year 2009-10 assessment program. Based on the County's feedback, prepare modifications or alternative scenarios as directed and present the modified results and impacts.

The Contractor shall present the draft Final Assessment Analysis Report to the County Project Manager for review and comment no later than June 1, 2009. The County will review the draft report and provide the Contractor with feedback within seven days of receipt of said report. The Contractor shall submit seven (7) color hard copies of the Final Assessment Analysis Report, after incorporating County's feedback, as well as in electronic format to the County Project Manager no later than 30 days after the County has returned the draft report with feedback to the Contractor. At the County's request, the Contractor shall present the results of the comprehensive analysis to the Board of County Commissioners and a Committee thereof in public meeting.

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E. Public Hearings and Draft Public Education and Communication Material

The process for introduction and adoption of a special assessment for fire services can include efforts to educate Miami-Dade County elected officials and the affected property owners they represent. As a result, the Contractor shall:

1. Conduct presentations to the Board of County Commissioners and sub-committees thereof, at public hearings;
2. Design and provide the draft public education and communication material (such as informational sheets and other community informational brochures) incorporating the results of the Final Assessment Analysis Report;
3. Translate various reports and public informational sheets and brochures in two languages (i.e. English to Spanish, English to Creole, etc.); and
4. Provide translation services at the public hearings.

F. Final Public Education and Communication Material and Community Meetings

1. The Contractor shall prepare the final public education and communication material as described in Section 1.2.E no later than seven days after the County has provided feedback to the Contractor.
2. The Contractor shall conduct community meetings to inform elected officials and the public on the proposed fire assessment.

G. Final Pro-forma Schedule of Rates

The Contractor shall calculate the final Pro forma Schedule of Rates using the final results of all Requirements herein, no later than 30 days after submission of the Final Assessment Analysis Report. Based on the County's feedback, the Contractor shall prepare modifications or alternative scenarios as directed and present the finalized Pro forma Schedule of Rates to the County Project Manager no later than seven days after the County has returned the draft, with feedback, to the Contractor.

1.3 Critical Events Schedule and Status Updates

A. Critical Events Schedule. The following is the anticipated project time schedule detailing the critical events for the completion of project. The Contractor shall anticipate making presentations to the Board of County Commissioners and sub-committees thereof, at public hearings, and at community meetings as deemed necessary by the County.

EVENT	DATE
Initial Assessment Analysis Phase – Milestone One	
Total On-Site Meetings	**4**
Notice to Proceed	February 2, 2009
Kickoff Meeting (within 5 days of notice to proceed)	February 2 - 6, 2009
Submit Plan of Action (within 5 days of kickoff meeting)	February 9 - 13, 2009
County Adopts Resolution of Intent (extension consent agreements obtained from PA & TC)	February 17, 2009
Data and Report Review	February – March 2009
Determine Full Cost of Fire Rescue Services	February – March 2009
GSG provides field work to County	March 15, 2009
Develop Property Categories and Apportionment Methodology	March – April 2009
Final Assessment Analysis Phase – Milestone Two	
Total On-Site Meetings	**4**
Total Public Meetings with Miami-Dade County Board of Commissioners	**2**
Develop Assessment Roll	March - May 2009
County completes all fieldwork provided by GSG	April 15, 2009
Calculate Preliminary Pro-forma Assessment Rates	May 15, 2009
Prepare Modifications/Alternative Rate Scenarios as Directed by County	May 22, 2009
Provides Draft Assessment Analysis Report to County	June 1, 2009
County Comments on Draft Assessment Analysis Report (within 7 days)	June 8, 2009

Prepare draft public education and communications materials to County	June 8, 2009
Present Final Assessment Analysis to County Commission and/or Subcommittee	June 16, 2009
Provide Final Assessment Analysis Report to County (within 30 days)	June 22, 2009
County provides comments on draft public education and communications materials	June 16, 2009
Implementation Phase – Milestone Three	
Total On-site Meetings/Community Meetings	**3**
Prepare Modifications/Alternative Rate Scenarios as directed by County	June 26, 2009
Conduct community meetings	June-July 2009
Prepare final public education and communications material to County	June 26, 2009

B. Project Status Reports. The Contractor shall provide a project status update to the County's Project Manager on a weekly basis throughout the project duration. Progress reports shall include at a minimum a preliminary analysis of incident call data and a summary of the report status. Project team meetings may be held on-site or via teleconference, video conference or web conference.

C. Level of Participation

1. The County will provide timely advice and direction in the development of the proposed special assessment program.
2. The County will be an active participant and provide timely direction for any outstanding issues as they arise.
3. GSG also expects County staff to participate in regularly scheduled project status meetings and provide timely direction regarding the resolution of issues or assistance in obtaining additional data.
4. The County will provided the following requisite information required to develop the assessment methodology:
   a. Budget information in excel format. The County will provide the necessary budget information and other data required to develop the assessment methodology and rates.
   b. Fire call data in ACCESS or other database format. The County will provide adequate fire incident data in electronic format that identifies the type of incident, the type of property where incident occurred, time in service and number of personnel that responded to each incident.
5. Contractor will provide the County with a list of missing and incomplete information and will assist the County in determining the appropriate means and method for ascertaining and acquiring the required information. Such means may include the County conducting any fieldwork necessary to ensure complete data for the ad valorem tax roll and fire incident reports. The County may also conduct fieldwork for missing and/or incomplete ad valorem tax roll information. Such missing tax roll information may include data related to institutional tax-exempt properties such as government buildings, churches, and school properties.
6. The County reserves the right to identify areas related to these Services for cost savings that may include the County performing portions of the work. The Contractor shall, on an on-going basis, present to the County cost saving measures the Contractor has identified as specifically related to the Scope of Services herein.

2.1 <u>Optional Implementation and Support Services</u>

The following are optional services that the County may require from the Contractor, at the County's sole discretion:

A. The Contractor shall provide ongoing support through the entire fire rescue special assessment implementation process. This shall include but not be limited to assistance with the legal requirements for the implementation of the assessment (unless the County chooses to use its own contracted legal team for these tasks), assistance with public hearing and notices, assistance with the preparation of the

special assessment district resolution boundaries, and assessments for transfer to the Property Appraiser.

B. The Contractor shall provide the following additional related services:
   1. Draft a home-rule service assessment ordinance which provides the County with the flexibility to impose and collect recurring annual fire rescue assessments via separate bill or the bill collection method.
   2. Assist the County in preparing the necessary resolutions and inter-local agreements to use the tax bill collection method.
   3. Draft implementing resolutions that conform to the appropriate service assessment ordinance and establish specific procedures to impose the fire rescue special assessment for Fiscal Year 2009-10 and in the subsequent years.
   4. Advise the County in determining the fire rescue special assessment revenue requirements for the Fiscal Year 2009-10 assessment program, to assist the County in recovering the costs of collection and implementing the tax bill collection method.
   5. Update the Pro forma assessment roll for use in the recurring annual assessment program beginning Fiscal Year 2009-10.
   6. Advise and assist with the legal requirements for the adoption of the final rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes including:
      a) The development of the form of the first class notice
      b) Provide County with form of publication of the public hearing
      c) Development of a form of the public information sheet
      d) Attendance at the public hearing and
      e) The certification of the assessment roll to the Dade County Tax collector.

C. The Contractor may be required to assist the County, at the County's sole discretion, if the special assessment is legally challenged in the courts. This may include depositions, expert witness testimony or other related activities as needed to defend the assessment methodology.

D. The Contractor may be required to attend additional meetings as the project moves into the implementation phase. Ongoing meetings for the implementation process shall be billed at a separate rate.

E. During the option to renew periods, the Contractor shall perform annual updates to the Fire Assessment Roll and provide related services. Such annual updates may be either an update which includes first time implementation or updates to the assessment conducted by Contractor and implemented by the County. The tasks to complete the updates include, but are not limited to:

Task	Task Description	On-Site Meetings
Task 1	Kick Off (Re-Initiation)	1
Task 2	Update full cost of service	0
Task 3	Update assessment roll database	0
Task 4	Apply apportionment methodology to updated database	0
Task 5	Calculate preliminary updated assessment rates	0
Task 6	Prepare modifications/alternative rate scenarios as directed by County	0
Task 7	Present Updated Assessment Rates to BOCC and Subcommittees at Meeting	1

For the services requested in this subsection 2.1, the Contractor shall be compensated as indicated in Section B of Appendix B - Price Schedule.

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Appendix B

PRICE SCHEDULE

A. PRICE FOR REQUIRED SERVICES

The Contractor shall provide all services as stated in the Scope of Services (Sections 1.1-1.3), Appendix A, excluding the "Optional Implementation and Support Services" in Section 2.1 (which are provided for in Section B below) for the total not-to-exceed guaranteed price, as stated below.

All services necessary to complete the Scope of Services are incorporated into the Project Milestones listed below. Some Scope of Services Section numbers are provided with the milestones as references only.

	Project Milestones	Price
1.	Completion of all Services up to and including Initial Assessment Analysis (1.2 A, B & C)	$312,268
2.	Final Assessment Analysis Report Public Hearings and Draft Public Education and Communication Material (1.2 D & E)	$383,611
3.	Final Pro forma Schedule of Rates and Final Public Education and Communication Material and Community Meetings (1.2 F & G)	$103,712
	Total Cost	$799,591

Notes:

1. The prices include all costs, including all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which are incorporated in this Price Schedule, as they will not be reimbursed separately by the County.
2. The Total Cost is a not-to-exceed price for the Scope of Services (which is anticipated to be completed during the initial term of the contract), excluding the Optional Implementation and Support Services.
3. The Contractor shall invoice for actual work performed, up to the not-to-exceed amounts per Milestone.
4. All invoices shall be accompanied by a breakdown including descriptions of work performed, hours, supporting documentation, and total expenses.
5. For Milestone 3, the Contractor may bill up to $88,155 of the price stated for Milestone 3 for services completed. The remaining $15,557 cannot be invoiced by Contractor for any work performed until all required services are completed in accordance with the Scope of Services.

B. OPTIONAL IMPLEMENTATION AND SUPPORT SERVICES

The County, at its sole discretion, may require the optional implementation and support services listed in Section 2.1 (except for the annual updates). The Contractor shall provide such services at the hourly rates for all key personnel, including sub-consultants as provided below.

Key Personnel	Hourly Rate
GSG Professional Staff Rate	$180
GSG Technical Staff Rate	$165
NGN	$325
Cunningham Group	$200

Notes:

1. The hourly rates include all costs, including all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price Schedule, as they will not be reimbursed separately by the County.
2. The hourly rates for the Optional Implementation and Support Services are fixed for the term of the contract, including any option to renew periods.
3. Notwithstanding the hourly rates, the Contractor will provide the County a five percent discount on each invoice submitted.

The County, in its sole discretion, may require the annual updates listed in Section 1.4(D). The Contractor shall provide such services for the total not-to-exceed guaranteed price as stated below. All services necessary to complete the annual updates are incorporated into the Task Descriptions listed below.

Task Descriptions	Price
Annual Update for FY 2010-2011 Assessment Fee	$88,641
Annual Update for FY 2011-2012 Assessment Fee (one year update if 2010 update performed)	$88,641
Annual Update for FY 2011-2012 Assessment Fee (two year update if no 2010 update performed)	$138,361

Notes:

1. The pricing includes all costs, including all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which are incorporated in this Price Schedule, as they will not be reimbursed separately by the County.
2. The Pricing listed is a not-to-exceed price for the Scope of Services to complete the annual updates.
3. For annual updates that occur after implementation, the Contractor shall identify tasks included in the above descriptions that will not be required for such update and their associated pricing. The reductions to the not-to-exceed Price will be agreed upon by the County and Contractor pursuant to the County issued Notice-to-Proceed.
4. The Contractor shall invoice for actual work performed for any updates, up to the not-to-exceed amounts.
5. All invoices shall be accompanied by a breakdown including descriptions of work performed, hours, supporting documentation, and total expenses.

190562

Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2008

To: George M. Burgess
County Manager

RECEIVED
JUL 21 2008
Alina T. Hudak
County Manager's Office

Thru: Miriam Singer
Director
Department of Procurement Management

From: Sylvia Novela
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 628 – Miami-Dade Fire Rescue Assessment – Request for Approval to Negotiate with Sole Proposer

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

Committee meeting dates:
June 11, 2008 (kick off meeting)
June 20, 2008 (evaluation and scoring meeting)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise 10% subcontractor goal for this solicitation. The Department of Small Business Development (see attached memo) has determined that Government Services Group, Inc. is in compliance.

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

Summary of scores:
The Evaluation/Selection Committee decided not to hold oral presentations, as the proposal did not require further clarification.

The final score is as follows:

Proposer	*Technical Score*	*Price Score*	*Total Combined Score*	*Price/Cost Submitted*
	(max.400)	*(max.100)*	*(max.500)*	
1. Government Services Group, Inc	366.5	40	406.5	$1,137,139

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

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Other information:
The County is seeking a firm with extensive knowledge of the Florida tax structure and legislation and experience performing similar types of services for public entities within the State of Florida. Additionally, the firm must be able to develop a legally defensible methodology of apportionment for Miami-Dade County fire assessments. The number of potential proposers with the requisite experience who may be able to provide the services is limited. Market research was conducted. Two firms with the experience required by Miami-Dade Fire Rescue were identified and only one of the firms proposed. There have been three attempts to contact the other potential proposer to determine their interest in this project, if any, with no response.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the sole proposer, Government Services Group, Inc. The following individuals will participate in the negotiations:

Sylvia Novela, Procurement Contracting Officer, Department of Procurement Management
Scott Mendelsberg, Chief Financial Officer, Miami-Dade Fire Rescue
Nicholas Osborne, Special Project Administrator 1, Miami-Dade Fire Rescue
Hugo Salazar, Deputy Director, Office of Strategic Business Management

Justification for Recommendation: The Evaluation/Selection Committee recommends Government Services Group, Inc. for negotiations for the following primary reasons: their specialization in government finance and taxation issues, their extensive experience in offering similar services to other cities and counties in Florida, and their proposed approach and methodology to providing the services requested.

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

7/31/08
Date

Not Approved

George M. Burgess
County Manager

Date

Memorandum

MIAMI-DADE COUNTY

Date: June 25, 2008

To: Miriam Singer, Director
Department of Procurement Management

From: Penelope Townsley, Director
Small Business Development Department

Subject: RFP No. 628
Miami-Dade Fire Assessment
(Revised June 25, 2008)

The Department of Small Business Development (SBD) has completed its review of the above referenced project for compliance with the Small Business Enterprise (SBE) Program Participation Provisions (Provisions). The services requested include, but are not limited to, the development of a long range funding plan for Miami-Dade Fire Rescue Department (MDFR). The County is interested in exploring various options for the use of fire assessments collected such as to supplement the County's operational budget, capital improvement funding, etc. The selected Proposer shall research and evaluate outstanding issues and identify policy decisions necessary to develop and implement a fire assessment program for Fiscal Year 2009 – 2010. Additionally, the selected Proposer shall develop a legally defensible methodology for apportionment for fire assessments in the County.

The contract measure applicable to this project is a 10% goal for SBEs. Pursuant to Section C.1. of the Provisions, "in order to participate as a SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract". Additionally, Section D. 2a. of the Provisions states, "bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBE(s) to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBE(s) listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive".

The Department of Procurement Management (DPM) submitted a proposal from the Government Services Group, Inc. (GSG).

Government Services Group, Inc. (GSG) has partnered with the law firm of Nabors, Giblin & Nickerson, P. A. (NG&N) on this project. GSG provided a signed subcontractor agreement identifying the Cunningham Group, Inc. (CG) as the certified company assigned to meet the 10% SBE goal. Payment to CG was also stated in the Agreement in accordance to the prompt payment directive for SBE(s). Accordingly, GSG is in compliance with the SBE Participation Provisions.

Please note that this memorandum only addresses compliance with the Small Business Enterprise Program and the established contract measures. The Department is responsible for any other issues/requirements that may exist.

c. Amos Roundtree, DPM
Rita Silva, DPM
Sylvia Novela, DPM
Patrice King, SBD
File

RFP NO. 628
MIAMI-DADE FIRE RESCUE ASSESSMENT
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5members)	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	150	137
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	150	138
Proposer's approach to providing the services	20	100	91.5
Total Technical Points *(Total of technical rows)*	80	400	366.5
Total Price Points	20	100	40
TOTAL POINTS	100	500	406.5

SIGNATURE: _____ DATE: 6/23/08
Chairperson

_____ 6/24/08
Reviewed By

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RFP NO. 628 MIAMI-DADE FIRE RESCUE ASSESSMENT EVALUATION OF PROPOSALS SCOTT MENDELSBERG (MDFR)		
SELECTION CRITERIA / PROPOSERS	Maximum Points	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	25
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	25
Proposer's approach to providing the services	20	20
Total Technical Points *(Total of technical rows above)*	80	70
Price Points	20	10
TOTAL POINTS	100	80

RFP NO. 628
MIAMI-DADE FIRE RESCUE ASSESSMENT
EVALUATION OF PROPOSALS

HUGO SALAZAR (OSBM)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	25
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	30
Proposer's approach to providing the services	20	17.5
Total Technical Points *(Total of technical rows above)*	80	73
Price Points	20	5
TOTAL POINTS	100	77.5

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RFP NO. 628 MIAMI-DADE FIRE RESCUE ASSESSMENT EVALUATION OF PROPOSALS LAZARO SOLIS (PA)		
SELECTION CRITERIA / PROPOSERS	Maximum Points	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	29
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	25
Proposer's approach to providing the services	20	18
Total Technical Points *(Total of technical rows above)*	80	72
Price Points	20	5
TOTAL POINTS	100	77

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RFP NO. 628 MIAMI-DADE FIRE RESCUE ASSESSMENT EVALUATION OF PROPOSALS MARESA CAIN (FIN)		
SELECTION CRITERIA / PROPOSERS	Maximum Points	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	30
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	28
Proposer's approach to providing the services	20	18
Total Technical Points *(Total of technical rows above)*	80	76
Price Points	20	10
TOTAL POINTS	100	86

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RFP NO. 628 MIAMI-DADE FIRE RESCUE ASSESSMENT EVALUATION OF PROPOSALS JAMES VOSE (SBD)		
SELECTION CRITERIA / PROPOSERS	Maximum Points	Government Services Group, Inc.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30	28
Relevant experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30	30
Proposer's approach to providing the services	20	18
Total Technical Points *(Total of technical rows above)*	80	76
Price Points	20	10
TOTAL POINTS	100	86

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Memorandum

MIAMI-DADE COUNTY

Date: May 20, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Miami-Dade Fire Rescue Department Request for Proposals for Miami-Dade Fire Rescue Assessment Consultant - RFP No. RQFR0800034

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Fire Rescue Department Request for Proposals for Miami-Dade Fire Rescue Assessment Consultant - RFP No. RQFR0800034:

Selection Committee
Lydia S. Osborne, DPM, Non-Voting Chairperson
Scott Mendelsberg, MDFR
Hugo Salazar, OSBM
Lazaro Solis, PA
Maresa Cain, Finance
James Vose, SBD
Raul Maristany, MDAD (Alternate)

Technical Advisor (Non-Voting)
Nicholas Osborne, MDFR

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
Herminio Lorenzo, Chief, MDFR
Jennifer Glazer-Moon, Director, OSBM
Marcus L. Saiz de la Mora, Director, PA
Rachel Baum, Director, Finance
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD

Selection Committee
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