

Memorandum



Date: May 5, 2009

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

From: George M. Burgess
County Manager

Subject: Award of Contract No. RFP 647: Electronic Monitoring Devices and Related Services

Agenda Item No. 8(0)(1)(E)

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to G4S Justice Services, Inc. to provide the Miami-Dade Corrections and Rehabilitation Department with electronic monitoring devices and related services for the Monitored Release Program.

CONTRACT NUMBER: RFP 647

CONTRACT TITLE: Electronic Monitoring Devices and Related Services

TERM: Initial two year term with three one year options-to-renew

APPROVAL TO ADVERTISE: September 9, 2008

CONTRACT AMOUNT: Up to \$1,200,000 for the initial term

*If the County chooses to exercise the three, one year options-to-renew, the total contract value will be approximately up to \$3,000,000.

PREVIOUS CONTRACT AMOUNT: \$981,000

CURRENT CONTRACT EXPIRATION DATE: July 4, 2009

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
G4S Justice Services Inc. (Non Local)	30201 Aventura Rancho Santa Margarita, CA 92688	Keith Badham

PERFORMANCE DATA: There are no known performance issues.

COMPLIANCE DATA: There are no known compliance issues.

VENDORS NOT RECOMMENDED
FOR AWARD:

BI Incorporated
6400 Lookout Road
Boulder, CO 80301
(Non Local)

iSecureTrac
5078 S. 111th Street
Omaha, NE 68137
(Non Local)

Pro Tech Monitoring, Inc.
2594 Success Drive
Odessa, FL 33556
(Non Local)

SafeTrak Solutions, Inc.
6555 NW 36th Street, Suite 222
Virginia Gardens, FL 33166
(Local)

Sentinel Offenders Services
220 Technology Drive, Suite 200
Irvine, CA 92618
(Non Local)

CONTRACT MEASURES: The Review Committee of June 25, 2008, recommended a Small Business Enterprise (SBE) selection factor for this solicitation.

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

USER ACCESS PROGRAM: The contract includes the User Access Program provision. The 2% program discount will be collected.

LOCAL PREFERENCE: Local preference was applied in accordance with the ordinance.

PROJECT MANAGER(S): Donald Coffey, Miami-Dade Corrections and Rehabilitation

Mariette Dominguez, Miami-Dade Corrections and Rehabilitation

**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 purpose of this Request for Proposals was to provide the Miami-Dade Corrections and Rehabilitation Department (MDCR) with electronic monitoring devices and related services for the Monitored Release Program. The recommended vendor, G4S Justice Services, Inc. will provide the rental of Global Positioning System (GPS) electronic monitoring equipment and an integrated central computer information system that complies with court ordered electronic monitoring.

The proposed monitoring equipment is a single unit device that is both the receiver of location information, and the transmitter of status and location information. The device incorporates both GPS and a cellular modem that communicates information to the monitoring center in various frequencies. This is an important feature to note, as no additional phone lines or equipment connections are required at the individual participant's home. The proposed devices are enabled with "state of the art" technology called Advanced Forward Link Trilateration (AFLT). AFLT is used as a backup to the satellite tracking. The AFLT component in the devices determines location by taking measurements of signals from nearby cellular towers and reporting the time/distance readings back to the network. These are used to measure the distance of the received signals to pinpoint the geographic position of the participant indoors. This enhanced dual monitoring feature allows reliable location tracking from a single device even in impaired environments.

The previous contract was accessed through the Western States Contracting Alliance and provided electronic monitoring, services, and GPS products and services. Previously, MDCR paid \$4.41 for passive tracking and \$8.82 for active tracking per participant per day. With this new contract, MDCR will be paying \$4.19 for passive and \$7.74 for active tracking per participant per day based on the projected volume of usage.

G4S Justice Services will also be providing at no cost to the County these additional value added benefits:

- Twenty PDA's inclusive of both unlimited voice and data for MDCR field personnel
- Twenty percent on-site spares
- Contracted rates include up to one "instant locate" per day for each unit in use on a participant
- Quarterly one day trainings

- Up to forty-eight hours of professional services per contract year will be granted to the County for software changes or additions such as database fields, screen modifications, or reporting.

Award of this contract will provide MDCR with intelligent GPS units capable of automatically changing tracking and reporting intervals based upon detecting compliance of each participant. The contract also provides MDCR with a tiered volume pricing structure that will provide significant value to the County by offering a quality solution at a favorable price. The contract allocation amount is a ceiling based upon the projected number of participants in the Monitored Released Program as well as the associated maintenance and support costs that will be incurred during the initial term. All subsequent terms are valued at \$600,000 based on the projected usage of these devices in support of the Monitored Release Program.


Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: May 5, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(E)

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

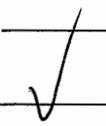
_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor'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)(E)
5-5-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO G4S JUSTICE SERVICES, INC., IN THE AMOUNT OF \$1.2 MILLION FOR ELECTRONIC MONITORING DEVICES AND RELATED SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, TO EXERCISE OPTIONS-TO-RENEW, CANCELLATION AND RENEWAL PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes award of a competitive contract to G4S Justice Services, Inc., in the amount of \$1.2 million for Electronic Monitoring Devices and Related Services; and authorizing the County Mayor or County Mayor's designee, to exercise options-to-renew, cancellation and renewal provisions and to exercise all 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
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 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.

D.F.

Daniel Frastai

**ELECTRONIC MONITORING DEVICES AND RELATED SERVICES****AGREEMENT NO. RFP 647**

THIS AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN 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"), AND G4S JUSTICE SERVICES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 2000 RIVEREDGE PKWY GL-100 ATLANTA, GA 30328 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Electronic Monitoring Devices and Related Services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 647 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 October 16, 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 Electronic Monitoring Devices and Related Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Agreement" or "Agreement Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 647 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Agreement Date" to mean the date on which this Agreement is effective.
- c) The words "Agreement 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 G4S Justice Services, 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 Agreement with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 647 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT



- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. AGREEMENT TERM

The Agreement shall become effective on the date that it is signed by the County, and shall be for the duration of two (2) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for a period of three (3) additional years on a year-to-year basis.

The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

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

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County:

- a) to the Project Manager:



Miami-Dade County
Corrections and Rehabilitation Department
Monitored Release Program
2525 NW 62nd Street
Miami, FL 33147

Attention: Lieutenant Marriette Dominguez
Phone: (786) 263-4829
Fax: (786) 263-6134
E-Mail: m0941@miamidade.gov

and,

b) to the Agreement Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Melissa Adames
Phone: (305) 375-4029
Fax: (305) 375-5688
E-Mail: madames@miamidade.gov

(2) To the Contractor

G4S Justice Services, Inc.
2000 River Edge Pkwy GL-100
Atlanta, GA 30328

Attention: Leo Carson
Phone: (888) 843-5590
Fax: (800) 327-1178
E-mail: leo.carson@us.g4s.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 in the total amount of one million two hundred thousand dollars (\$ 1,200,000.00). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of



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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

- a) With respect to prices for device hardware and monitoring services the prices shall be those set forth in Appendix B "Price Schedule".
- b) Contractor represents that all prices, warrants, benefits and other terms being provided hereunder are equal to or better than the terms being offered by the Contractor to its current customers, ordering similar volumes of Equipment, Software and services. If during the term of this Agreement the Contractor enters into an agreement with any other customer providing such customer with more favorable terms, then this Agreement will be deemed appropriately amended to provide such terms to the County.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's Agreement 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
Corrections and Rehabilitation Department
Monitored Release Program
2525 NW 62nd Street
Miami, FL 33147

Attention: Accounts Payable

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

Proposer 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 Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer 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. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer 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.

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General 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.**
- C. 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.

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, by 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 will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY AGREEMENTNUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE.

**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 vendor of his liability and obligation under this section or under any other section of this agreement.

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 Agreement 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 is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by 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 Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

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

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

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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All County employee information and monitored release participant 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. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:



1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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 Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement void. This Agreement 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:

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- 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 Agreement 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 Agreement (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. LIQUIDATED DAMAGES

The parties acknowledge that time is of the essence in the performance of the services required and that damage in the event of the delays and disruptions set forth below will be difficult to ascertain. The parties agree that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:

1. In the event the training of staff, initial deliveries of equipment, County's access to the web-based application and implementation are not completed by the timeframe set forth in Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day for each day until the training of staff, initial deliveries of equipment and County access to the Contractor's web-based application is completed. The County's Project Manager will sign an Initial Acceptance attached herein as Exhibit B confirming that the Contractor has satisfactorily trained staff, delivered equipment, the County was provided access to the web-based application and implementation was completed as illustrated in Exhibit A Implementation Schedule, within the close of business the following day. Within (30) days after initial training, the County's Project Manager shall either; (a) sign a Final System Acceptance attached herein as Exhibit C confirming that the Contractor has satisfactorily met the Scope of Services or, (b) Submit any outstanding issues in writing to the Contractor prior to the thirtieth (30th) day after initial training. The Contractor will be granted an opportunity to cure the issues within the timeframe identified in Article 25 or as otherwise agreed to in writing by both parties.
2. In the event the Contractor's monitoring services and associated equipment does not successfully complete satisfactory performance as illustrated in the Scope of Services, herein attached as Appendix A, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day, or pro-rated share for each day until the monitoring services and devices are fully operational and working as prescribed.
3. In the event the County does not accept the monitoring devices and related services because the monitoring devices and associated services does not perform as stipulated in the Scope of Services, the Contractor shall refund all dollars paid to the Contractor, or the pro-rated share less any amounts paid for Liquidated Damages.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

**a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement 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 Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement 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 Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement 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 Agreement 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.

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

G4S Justice Services, Inc./ Contractor

Miami-Dade County

By: [Signature]
Name: Fiona Walters

By: _____
Name: _____

Title: Chief Development Officer

Title: _____

Date: January 28, 2009

Date: _____

Attest: [Signature]
Corporate Secretary/Notary Public

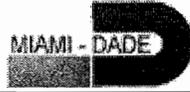
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney





APPENDIX A

SCOPE OF SERVICES

Appendix A – Scope of Services

GPS Tracking Device - The portable tracking device will monitor, track and log the participant's movement in and out of the designated areas at all times. The portable tracking device shall be able to be programmed from a remote computer workstation which can create inclusion zones (places the offender must be at a certain time) or exclusion zones ("hot zones" where an offender is not allowed). This device shall be fully integrated into the main computer information system and transmit signals on a pre-defined time interval monitoring the participants movement. The device shall be able to be programmed to be able to take actions from the field in the event of a violation. The computer information system shall be able to create a map that would identify the inclusion and exclusion zones. The map must have geographical landmarks and be accessible via the internet utilizing a secure log in. Throughout the term of the Agreement, Contractor shall provide upgrade revisions to the model equipment and/or software under contract at no additional charge to the County.

GPS Device Intervals

- Devices in both passive and active mode report tampers and buffer zone breaches within the minute and all other events are reported every hour for Passive and every 30 minutes for Active.
- Tracking Intervals
 - i. Passive mode gathers a tracking point every 1 minute while in violation (buffer zone) and every 5 minutes at all other times.
 - ii. Active mode gathers a tracking point every 1 minute while in violation (buffer zone) and every 3 minutes at all other times.
- Advanced Forward Link Trilateration (AFLT) secondary tracking utilizing cell towers is offered to the County at no additional charge providing the capability of tracking individuals in doors for every GPS unit regardless of whether in Active or Passive mode.

GPS Enrollment and Mapping Software - Access to the enrollment and mapping software shall be provided to the County at no additional cost. The software shall be fully integrated with the proposed equipment and provide the supervising officer with the ability to enter and print offenders demographic data, judicial history, employment information, rehabilitative activities, subjects picture, rules, temporary and permanent schedules, comments, and have the capacity to enter custom rules and additional miscellaneous information as deemed necessary by the County. The software shall be web based and easy to use so that officers may increase or decrease intensity of supervision by adding or deleting these technologies on an individual participant without the requirement of the officer going to the participant's home nor coming in contact with the home monitoring unit equipment.

The software should be designed to automate service/monitoring center supervision, notification and reports, reducing human involvement, and in turn keeping human error to a minimum. The mapping software should be able to establish and maintain the history of incidents on the participant for a minimum five (5) year period.

Contractor shall provide unlimited user access logins to its web-based application for individuals pre-authorized by the County's Project Manager

Contracted rates include up one "Instant Locate" per day for each unit in use on a participant, or equivalent volume of Instant Locates per day at no additional cost (Example: With 300 participants in use the County will receive up to 300 Instant Locates per day included at no additional cost). Additional Instant Locates above this amount shall be invoiced to the County at the rates identified in Appendix B.

Contractor agrees to implement the following customizations to its web-based application:

- Capability to print the screens as part of the case files for the offenders in the program in regards to the "Personal Information" in the system.
- A Supervisor's Report with the capability to print the following information:
 - Officer Name

- Offender Name
- Type of alert/event with date/time;
- Officer Response to Alert, date/time it was cleared
- Offenders Schedule
- Zone
- Equipment Serial Number
- Add the following fields to the application's "Personal Information" screen:
 - Case # (Alpha Numeric – up to 10 digits)
 - Jail # (Alpha Numeric – up to 10 digits)
 - Charges
 - Judge's Name
- Add four (4) additional contacts ("Contact 3" through "Contact 6" under "Additional Details")

In response to future County requests for database/screen/reporting additions/changes not requiring major structural changes or mapping, beginning in with the second contract year, Contractor shall provide up to forty-eight (48) hours of professional services per contract year (four changes/additions to reports/screens) at no additional charge. Additional work or customizations requested by the County in writing that require programming or structural changes to the application shall be charged as Professional Service Fees identified in Appendix B Price Schedule.

Advanced Forward Link Trilateration ("AFLT") - The GPS Tracking Device shall incorporate secondary Advanced Forward Link Trilateration ("AFLT") technology in lieu of "Drive by" and capable of utilizing cell towers to track participants in locations where GPS alone can NOT (indoors, underground, etc). AFLT secondary tracking is offered to the County at no additional charge for every GPS unit regardless of whether in Active or Passive mode.

Breath Alcohol Testing Unit - Contractor shall offer an optional electronic device and service specifically for the purpose of performing breathalyzer testing in various remote locations.

Monitoring Services - The Contractor shall have the full capability to provide monitoring services. These services shall be available via the Contractor's proposed central computer information system and web-based software and monitored from the Contractor's proposed monitoring center facility.

Monitoring Center Facility - In the event of a central computer catastrophe rendering the central computer system inoperative, or in the event that additional monitoring services are required, the Contractor shall have the full capability to provide monitoring services. The Contractor shall have a monitoring center facility dedicated solely to the purpose of electronically monitoring program participants under the supervision of law enforcement or criminal justice system agencies.

Security - The Contractor will perform a record check on all persons with access to the monitoring center facility data base and prohibit access by any persons convicted of a felony within the last ten years. The Contractor's monitoring center facility will provide a system to continuously record all telephone conversations between the monitoring staff, County staff, and participants being monitored.

Back-up Systems - The Contractor's monitoring center facility will have a back-up and secondary 110 VAC operational power source. The Contractor's monitoring center facility will also have alternate telephone communication monitoring network continuously on-line in the event the primary telephone network should be inoperative.

Monitoring Equipment - FCC Approval - The Contractor shall use only equipment and devices that have been properly registered under Part 68 and certified under Part 15 of the Federal Communications Commission Rules and Regulations.



Monitoring Equipment Spare Stock - The Contractor shall provide the County, at no additional cost, with an inventory of spare participant equipment, devices, and accessories.

Lost, Damaged, or Stolen Equipment - The Contractor shall be responsible for 15% of lost, damaged, or stolen participant monitoring devices per calendar year. All other equipment lost, damaged, or stolen above the 15% will be paid at the expense of the County per the "Replacement Equipment Fees (Lost, Damaged, Stolen Absconded)" identified in Appendix B.

Maintenance and Repairs - The Contractor will maintain the equipment and spares in good operating condition and arrange for repair or replacement on an immediate basis from the 20% on-site spares or within twenty four (24) hours upon notification by the County. All equipment will be covered under a manufacturer's warranty or on a written maintenance agreement with the County at all times during the term of the resultant contract.

Service Level Expectations - Contractor's system is reliant upon third party services outside of the Contractor's direct control, including but not limited to cellular telephone communications and signals from Government satellites in orbit above the earth. The Contractor shall notify the County's Project Manager in writing of the date and time of any downtime lasting more than four (4) hours preventing the database from processing notification of alerts to officers. The Contractor shall additionally notify the County's Project Manager in writing of the date and time of system restoration and the corrective actions taken. The method of notification shall be via email per Article 6 of the Agreement.

Event Notification - Per the RFP and addendums, alert notification will occur via email to officer's email address and PDA's. Emails are generated automatically and commonly within one minute of the event reporting to the monitoring center. The FocalPoint™ software offers a continuum of user-defined officer/user alerts and notifications. Contractor will profile events for alert notification as defined by the County Project Manager. For each participant alert an unlimited number of people including administrators, officers, police, victims and judges can be sent notifications. Privacy rules can be configured to ensure all participant and user data is kept confidential. The County can set instantaneous response, end of day notification summary or no notification requirements.

Notification Alerts and Events for Omnilink OM 210

Notification Alerts	Description
Buffer Zone Alert	Occurs when the client enters a user defined zone. This is an extra distance that can be attached to an exclusion zone and can be set at 50 ft minimum radius with no maximum limit.
Buffer Zone Clear	Occurs when a buffer zone violation has been cleared through FocalPoint™.
Communication Failure	Occurs if device is unsuccessful in communicating with FocalPoint™ at the predetermined interval. This alert clears automatically.
Device Tamper	Occurs if the client attempts to remove or tamper with the transmitter/PTU. This alert must be manually cleared through FocalPoint™.
Device Tamper Clear	Occurs after user clears Device Tamper through FocalPoint™.
Exclusion Zone Alert	Occurs when a client is in violation of his schedule by entering a zone that is prohibited. This alert must be manually cleared through FocalPoint™.
Exclusion Zone Alert Clear	Occurs when an exclusion zone violation has been cleared through FocalPoint™.
Inclusion Zone Alert	Occurs when a client leaves a user defined zone that they are to remain within during scheduled times.
Inclusion Zone Alert Clear	Occurs when an inclusion zone violation has been cleared through FocalPoint™.
Location Failure	Occurs when the device location is unknown due to loss of GPS. This alert automatically clears through FocalPoint™.



Notification Alerts	Description
Low Battery	Occurs when battery level reaches 4 hours of remaining power.
Low Battery Clear	Occurs when the device has been recharged to 80%.
Recharge Schedule Alert	Occurs when a client misses their mandatory recharge schedule. Creating a battery recharge schedule is optional and managed by the FocalPoint™ Administrator.
Recharge Schedule Alert Clear	Occurs when a recharge schedule violation has been cleared through FocalPoint™.
Strap Tamper	Occurs when the client attempts to cut, remove or tamper with the strap attached to the device. This alert must be manually cleared in FocalPoint™.
Strap Tamper Clear	Occurs when a strap tamper is cleared by the user in FocalPoint™.

VIOLATIONS AND ALERTS

Currently there are 8 violation types tracked by the FocalPoint™ application as follows:

- (1) Fixed Exclusion Zone violation: Occurs when the participant enters a user defined zone around a fixed point. The size of this zone is customizable and can be as small as 50 feet in diameter and as big as the United States.
- (2) Fixed Buffer Zone violation: Occurs when the participant enters a user specified zone surrounding an exclusion zone known as a buffer zone. This zone is customizable and can be as small as 1 foot in diameter and as big as the United States.
- (3) Fixed Inclusion Zone violation: Occurs when the participant leaves a user defined zone around a fixed point during a time when the participant is required to be present. Times and dates are associated with the inclusion zones. Inclusion Zones can be programmed to change to exclusion zones based on the rules associated with the participants' monitoring. For example, a participant may be required to attend work Monday through Friday from 9 am to 5 pm and be excluded from the work premises on weekends or non-working hours. Additionally, one time Fixed Inclusion Zones can be created to allow for a participant to attend court dates or other required meetings.
- (4) Mobile Exclusion Zone violation: Occurs when the participant enters a user defined zone around a victim device or another participant's ankle bracelet. For instance, if the participant is ordered to stay away from someone, such as a victim, another participant, witnesses or a judge, then a violation would occur if the participant's ankle bracelet is within a preset distance of a device supplied to non-participants called the PT200 device or another Omnilink ankle bracelet.
- (5) Mobile Buffer Zone violation: Occurs when a participant enters a customizable user defined zone around a pre-defined mobile exclusion zone.
- (6) Strap Tamper violation: Occurs if the participant attempts to remove or tamper with the ankle bracelet strap.
- (7) Device Tamper violation: Occurs if the participant attempts to remove or tamper with the transmitter.
- (8) Battery Recharge violation: Occurs if the participant misses a scheduled required recharge.

Training - Contractor shall provide comprehensive training to County staff in the use of our products and services. Training is presented by an experienced G4S Trainer with the support of G4S subcontractors and can accommodate groups of up to thirty (30) trainees per session. Multiple sessions can be scheduled to accommodate large scale trainings. The County Project Manager may authorize attendance at training by observers however, the parties agree; (a) in order to preserve focus for the trainees, observers shall not ask questions or participate and (b) observers shall not be deemed to have been trained as a result of observing. Officer training includes classroom, in-field and hands-on sessions. Classroom sessions must occur in County provided facility with at least one computer and internet access per every two trainees. Each officer's data,



contact information and notification procedures are individually profiled. Equipment operator manuals, sample reports and instructions are also distributed and discussed.

The key areas of emphasis for our training will include:

- Enrollment, Installation, Monitoring of equipment
- Operation/care of equipment
- Overall system functionality including troubleshooting
- Interpretation and resolution of alarms/violations/reports
- Accessing Internet data (including: enrollment, data changes, tracking activation and inactivation, report analysis and participant termination)
- Field installation of transmitters and receivers/monitors
- Initialization, reset, and removal of the equipment
- Instruction on use of PDA and access to system
- Diagnostics

G4S recommends 2 eight hour training classes for all department staff members associated with this contract. Each trainee must attend both classes (2 days). The sample training syllabus that has been successful with officers during previous training sessions is provided below.

PART ONE

- Introduction
- Brief Overview of Workshop Goals
- Equipment and Officer Installation
- Hands-on with Equipment
- Participant Tracking
- Tampers
- Trouble Shooting

PART TWO

- Notification Procedures
- Schedule Changes
- Tampers
- Enrollments/Terminations
- Agency Reports
- Report Interpretation
- Trouble Shooting

Training will ensure that staff has a thorough understanding of the program and equipment. Officers will fit each other with units for integrated monitoring and tracking, enroll each other on the Internet exchange via the monitoring center to test their retention of the training material and wear the units for at least one night. Additional G4S training will be available upon request of the department and scheduled at locations and times to be determined jointly by G4S and the department.

To supplement the system training, the User Manuals provided have step-by-step instructions for each system function and transaction. Following completion of initial training, the G4S Team will coordinate any additional training requirements with the County, as well as any training needed to support any upgraded system changes that may occur during the term of contract. Steve Wragg, Director of Field Services will be the Project Manager for the program start-up. In addition, Don Fulton will be assigned as Client Service Manager and he will provide training and support to the program. Don may also be accompanied by certified trainers from subcontractor Omnilink Systems to assist in training the County. Please refer to the Appendix A Implementation Schedule for additional details on the training schedule. Please refer to Appendix B for costs associated with training.

PROGRAM SCHEDULE AND DELIVERY - The Contractor's program schedule and delivery shall be as detailed in Exhibit B.



TECHNICAL SUPPORT SERVICES - The Contractor shall have technical service available, on a toll free basis, 24 hours a day, 7 days a week, during the entire contract period with a ½ hour (30 minutes) or less response time to problems, with a clearly defined priority escalation process. The Contractor shall also provide on-site technical support when required. This on-site support may be requested when it is determined the problem cannot be corrected by telephone support. Contractor shall offer a Ticket Management System (TMS) allowing the County to make inquiries, complaints or suggestions in a formal and measured way. Contractor shall target response times for all TMS inquires and be capable to proactively track trends across the customer base to ensure continuous improvement and optimal customer service.

FUTURE CONSIDERATIONS / OPTIONAL SERVICES - After the successful transition and implementation of the new GPS Tracking Devices, the County may, at its sole discretion, decide to purchase optional technologies and related services identified as "Future Considerations / Optional Services", at pricing identified in Appendix B, including:

- Domestic Violence Tracking ("Mobile Victim Zones) that follow the victim wherever they go, NOT simply stationary zones at home and/or at work)
- RF Monitoring
- Cellular RF Monitoring
- RF Drive by
- Voice Verification/Tracking (alternative to "Kiosk")



APPENDIX B

PRICE SCHEDULE



Appendix B - Price Schedule
(Unless otherwise marked, all prices are unit/day)

ELECTRONIC MONITORING DEVICES

- o GPS Tracking Devices:

	<u>Passive Tracking</u>		<u>Active Tracking</u>	
	<u>Quantity</u> <u>In-use</u>	<u>Unit Price</u>	<u>Quantity</u> <u>In-use</u>	<u>Unit Price</u>
*Band 6:	500+	\$ 3.89	225+	\$ 6.79
*Band 5:	325-499	\$ 3.99	150-224	\$ 6.89
*Band 4:	225-324	\$ 4.17	75-149	\$ 6.98
*Band 3:	150-224	\$ 4.19	50-74	\$ 7.74
*Band 2:	75-149	\$ 4.69	25-49	\$ 8.25
*Band 1:	1-74	\$ 5.29	1-24	\$ 8.99

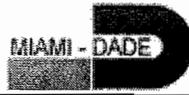
**Volume price bands shall be determined by attainment of both Active Tracking volumes and Passive Tracking volumes. Unit volumes above Band 4 shall be charged at their respective day rates. (Example: For total in-use volumes of 400 Passive and 65 Active, pricing would be \$4.17 for the first 324 Passive Units, \$3.99 for the remaining 76 Passive units, and \$7.74 for all 65 Active units.)*

Contracted rates include up one "Instant Locate" per day for each unit in use on a participant, or equivalent volume of Instant Locates per day at no additional cost (Example: With 300 participants in use the County will receive up to 300 Instant Locates per day included at no additional cost). Additional Instant Locates above this amount shall be invoiced to the County at the rate of \$0.20 each.

- o **Breath Alcohol Testing Unit** - \$4.50 includes up to two (2) tests/unit/day. Additional tests are \$1.50 each.
- o **Car Chargers** - Contractor shall provide thirty (30) car chargers at no additional cost for use by the County in charging GPS devices from car cigarette lighters. Car chargers have a replacement cost to the County of \$50.00 each if lost/damaged/stolen or if additional car chargers are required.

RELATED SERVICES

- o **Training:**
 - o Contractor training and support for the six (6) day period identified on Exhibit A for Initial Staff Training, Participant Enrollment, and Transition of Participants shall be charged to the County at a one time price of \$3000.00.
 - o The Contractor will provide up to one (1) day training at no additional cost if scheduled in advance by the County to occur as part of Contractor's routine trips to the area, commonly on a quarterly or semi-annual basis.
 - o Additional G4S training will be available upon request of the County and scheduled at locations and times to be determined jointly by G4S and the County at the cost of \$1000/day.
- o **Technical Support Services** – Included



- Professional Services** – The Scope of Services identifies customizations that the Contractor shall make to its web-based application at the inception of this contract. To address future County requests for database/screen/reporting additions/changes not requiring major structural changes or mapping, beginning in second contract year, Contractor shall provide up to forty-eight (48) hours of professional services per contract year (four changes/additions to reports/screens) at no additional charge. Additional work or customizations requested by the County in writing that require programming or structural changes to the application shall be charged as Professional Service Fees at the rate of \$160.00 per hour.

REPLACEMENT EQUIPMENT FEES (LOST, DAMAGED, STOLEN ABSCONDED)

EQUIPMENT DESCRIPTION	DEVICE REPLACEMENT FEE
GPS Portable Tracking Device (PTD)	N/A
GPS Radio Transmitter	\$900.00
GPS Home Base Device	N/A
GPS Strap <i>(NOTE: GPS straps are reusable – charge applies if intentional cut or damaged)</i>	\$75.00
GPS Back Plate	\$100.00
GPS Charger	\$100.00
Drive By Monitoring Unit	\$1000.00
Breath Alcohol Testing Unit	\$1500.00
Personal Digital Assistants (PDA)	\$400.00
Patrol Suite™/RF Patrol™ Bracelet	\$250.00
Patrol Suite™/RF Patrol™ Home Unit	\$500.00
Patrol Suite™/Cell Patrol™ Cellular Home Unit	\$1,100.00
Personal Digital Assistant (PDA) <i>(excluded from 15% replacements)</i>	\$50.00 each for up to the first ten (10) replacements, then \$600.00 each thereafter.
Car Chargers <i>(excluded from 15% replacements)</i>	\$50.00 each

**OPTIONAL SERVICES**

EQUIPMENT DESCRIPTION	LEVEL OF NOTIFICATION	COST PER PARTICIPANT PER DAY
Domestic Violence Monitoring Device G4S / Omnilink Systems	Email, email/text to officer PDA/ mobile phone, fax, all information accessible via web	\$22.00 (NOTE: includes <u>both</u> Offender and Victim tracking units for "Mobile Victim Zones")
SpeakerID™ Voice Verification/Tracking G4S Speaker ID	Email, email/text to officer PDA/ mobile phone, fax, all information accessible via web	\$2.15 (includes up to 5 calls/day)
G4S Patrol Suite™/RF Patrol™ RF Monitoring	Email, email/text to officer PDA/ mobile phone, fax, all information accessible via web	\$2.45
G4S Patrol Suite™/Cell Patrol™ Cellular RF Monitoring	Email, email/text to officer PDA/ mobile phone, fax, all information accessible via web	\$3.55 (add to RF Patrol for participants withOUT home phone lines)
G4S RF Patrol™ Drive-By	Email, email/text to officer PDA/ mobile phone, fax, all information accessible via web	\$2.50 (NOTE: For RF Only– NOT necessary for GPS)



EXHIBIT A – IMPLEMENTATION SCHEDULE

MILESTONE	TASKS	STAFF	DELIVERABLES	COMPLETION DATE
Monitor timelines for Miami-Dade County Board's Contract Approval - Mutual Confirmation of Dates for Exhibit A Implementation Schedule	- Monitor progress for Board approval of contact and mutually agree/document training dates	Miami-Dade County Department of Procurement/ Miami-Dade County Project Manager / Leo Carson	Mutually agreed dates entered into Exhibit A Implementation Schedule	Ongoing weekly from completion of negotiations
Documentation of County Contacts for advance Monitoring Center Profiling	- County Project Manager provides complete documentation to Leo Carson for advance monitoring center profiling of notification and user logins/passwords (Must include the following for each individual; names, office address, email address, office phone mobile phone & fax) - County Project Manager identifies any hierarchy of users for advance profiling (ala program admin, program management, primary/back-up officers, etc.)	Miami-Dade County Project Manager / Leo Carson	User profiles delivered to Leo Carson	Within 2 weeks in advance of Initial Staff Training
Equipment Deliveries	- Determine equipment needs including active and spare units - Place equipment order - Coordinate order shipping and receipt	Leo Carson/ G4S Warehouse Staff	All initial equipment necessary for transition of all participants, plus onsite spares, delivered	Within 1 week in advance of Initial Staff Training
Initial Staff Training	- Two complete 8-hour days of training NOTE: Each user must attend both days. - To take place in MDCR computer training room with at least one computer with internet access for every two trainees. - See detailed training in the Scope of Services)	Don Fulton / G4S/Omniink Training Personnel / Miami-Dade County Program Officers (MDCR targets 24 to be trained – The parties agree class size should not exceed 30 trainees, excluding observers.)	Highly trained Department personnel	Commences 30 days after receipt of fully executed contract Tuesday, Wednesday,



MILESTONE	TASKS	STAFF	DELIVERABLES	COMPLETION DATE
Participant Enrollment	<ul style="list-style-type: none"> - Miami-Dade Officers enroll all participants into FocalPoint web-based software 	Miami-Dade County Project Manager and Program Officers with onsite oversight & support from Don Fulton / G4S/Omnalink Training Personnel	Successful pre-enrollment of all Miami-Dade County program participants onto G4S Electronic Monitoring System(s)	Commences next day after Staff Training Thursday, Friday,
Transition of Participants	<ul style="list-style-type: none"> - Participants report to the Miami-Dade County Corrections facilities for equipment exchange/ activation/orientation - Transition all participants to G4S equipment - Monitor the effectiveness of transition/implementation and host system capability hourly - Resolve any technical issues that arise 	Miami-Dade County Project Manager and Program Officers with onsite oversight & support from Don Fulton / G4S/Omnalink Training Personnel	Successful transition/ implementation of all participants on the Miami-Dade County Program to G4S Electronic Monitoring System(s)	Commences next day after Staff Training Saturday, Sunday,
Authorization/ Delivery of Initial Acceptance (Exhibit B)	<ul style="list-style-type: none"> - County Project Manager confirms completion of Equipment Deliveries, Initial Training and web-based access - County Project Manager signs/faxes Exhibit B Initial Acceptance to Leo Carson 	Miami-Dade County Project Manager	<ul style="list-style-type: none"> - Confirmed completion of Equipment Deliveries, Initial Training and web-based access - Signed Initial Acceptance/faxed Exhibit B to Leo Carson 	Close of first business day following Initial Staff Training and transition of participants
Authorization/ Delivery of Final Acceptance (Exhibit C)	<ul style="list-style-type: none"> - County Project Manager confirms Contractor compliance with Scope of Work - County Project Manager signs/faxes Exhibit C Final Acceptance to Leo Carson - County Project Manager documents submits any outstanding issues in 	Miami-Dade County Project Manager	<ul style="list-style-type: none"> - Confirmed Contractor compliance with Scope of Work - Signed Final Acceptance/faxed Exhibit C to Leo Carson 	Close of thirtieth day following Initial Staff Training



MILESTONE	TASKS	STAFF	DELIVERABLES	COMPLETION DATE
	writing to the Contractor			
Evaluation and Follow-up	<ul style="list-style-type: none"> - Review the effectiveness and completion of the transition/ implementation - Resolve any on-going problems or questions - Highlight lessons learned and improvement methodologies - Prepare a plan to continuously evaluate and improve the program 	Steve Wragg / Don Fulton / Miami-Dade County Project Manager	Plan for continuous evaluation and improvement of the program	Ongoing throughout the term of the agreement

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EXHIBIT B – INITIAL ACCEPTANCE FORM



Exhibit B – Initial Acceptance Form

By close of business on the first business day following initial training and transition of participants, the County's Project Manager will sign and fax this Initial Acceptance Form to the Contractor (**Leo Carson, G4S Justice Services, Inc. Fax: 1-800-327-1178**) confirming that the Contractor has satisfactorily trained staff, delivered equipment, the County was provided access to the web-based application and implementation was completed as illustrated in Exhibit A Implementation Schedule.

Project Manager - Miami-Dade County Corrections Contract 647 - "ELECTRONIC MONITORING DEVICES AND RELATED SERVICES"

Printed Name

Signature - Acceptance

Date

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EXHIBIT C – FINAL ACCEPTANCE FORM

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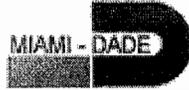


Exhibit C – Final Acceptance

By close of business on the thirtieth (30th) day following initial training, the County's Project Manager will either; (a) sign and fax this Initial Acceptance to the Contractor (**Leo Carson, G4S Justice Services, Inc. Fax: 1-800-327-1178**) confirming that the Contractor has satisfactorily met the Scope of Services or, (b) Submit any outstanding issues in writing to the Contractor. The Contractor will be granted an opportunity to cure the issues within the timeframe identified in Article 25 or as otherwise agreed to in writing by both parties.

Project Manager - Miami-Dade County Corrections Contract 647 - "ELECTRONIC MONITORING DEVICES AND RELATED SERVICES"

Printed Name

Signature - Acceptance

Date

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Memorandum

MIAMI DADE
COUNTY

Date: October 24, 2008

To: Those Listed Below

From: George M. Burgess
County Manager 

Subject: Request for Evaluation/Selection Committee for Miami-Dade Corrections and Rehabilitation Department Request for Proposals for Electronic Monitoring Devices and Related Services - RFP No. 647

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Corrections and Rehabilitation Department Request for Proposals for Electronic Monitoring Devices and Related Services - RFP No. 647:

Selection Committee

Melissa Adames, Non-Voting Chairperson
Donald E. Coffey, MDCR
Mariette Dominguez, MDCR
John Boyce, ETSD
Robert G. Trebbi, MDPD
James Vose, SBD
Reynaldo L. Romero, JSD (Alternate)

Technical Advisors (Non-Voting)

Robert Nieves, MDCR
Darlene Wells-Davis, MDCR
Benjamin Castro, MDCR

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
Timothy P. Ryan, Director, MDCR
Angel Petisco, Interim Director, ETSD
Wansley Walters, Director, JSD
Robert Parker, Director, MDPD
Penelope Townsley, Director, SBD

Selection Committee

Melissa Adames, Non-Voting Chairperson
Donald E. Coffey, MDCR
Marianne Dominguez, MDCR
John Boyce, ETSD
Robert G. Trebbi, MDPD
James Vose, SBD
Reynaldo L. Romero, JSD (Alternate)

Technical Advisors (Non-Voting)

Robert Nieves, MDCR
Darlene Wells-Davis, MDCR
Benjamin Castro, MDCR

**SELECTION COMMITTEE
MIAMI-DADE CORRECTIONS AND REHABILITATION
REQUEST FOR PROPOSALS
ELECTRONIC MONITORING DEVICES
AND RELATED SERVICES**

RFP NO. 647

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Melissa Adames Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-4029
Donald E. Coffey, Chief Inmate Services Division	MDCR	1987	Black Male	Bachelor of Business Administration	None	(786) 263-6309
Mariette Dominguez Lieutenant, Monitored Release Program	MDCR	1987	Black Female	Associate of Arts	None	(786) 263-4826
John Boyce IT Project Manager	ETSD	2003	White Male	Associates of Science in Electronic Technology	None	(305) 275-7810
Robert G. Trebbi Computer Services Manager	MDPD	1987	White Male	Bachelors in Computer Science	None	(305) 471-1818
James Vose, Manager Business and Professional Development	SBD	1994	Black Male	Master of Science in Public Administration, Bachelor of Science in Criminology	None	(305) 375-3181
Reynaldo L. Romero Administrative Officer 3 (Alternate)	JSD	1994	Hispanic Male	Master of Science in Management, Bachelors in Political Science	None	(305) 755-6213
TECHNICAL ADVISORS (NON-VOTING)						
Robert Nieves Administrative Sergeant, Monitored Release Program	MDCR	1985	Hispanic Male	Associate of Arts	State Certified General Instructor, Mortgage Broker	(786) 263-4857
Darlene Wells-Davis Corrections Corporal, Monitored Release Program	MDCR	1983	Black Female	High School	Certified Correctional Officer	(786) 263-4899
Benjamin Castro Corrections Officer	MDCR	1997	Hispanic Male	Some College	Certified Correctional Officer, Law Enforcement Certificate	(786) 263-4858

Memorandum



Date: December 2, 2008

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO 
Director
Department of Procurement Management

From: Melissa Adames
Senior Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 647: Electronic Monitoring Devices and Related Services

RECEIVED
DEC 14 2008
Aimee T. Hudak
County Manager's Office

The Evaluation/Selection Committee has completed evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation.

Committee meeting dates: October 30, 2008 – Kickoff Meeting
November 10, 2008 – Evaluation Meeting
November 18, 2008 – Evaluation Meeting
November 20, 2008 – Oral Presentations / Final Evaluation Meeting

Verification of compliance with contract measures:

The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the proposers are certified SBE firms.

Verification of compliance with minimum qualification requirements:

The solicitation had minimum qualification requirements which were reviewed by the Chairperson and Chief Donald Coffey of Miami-Dade Corrections and Rehabilitation.

Summary of Scores:

The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	Total Technical Score (Max. 525 pts)	Total Price Score (Max. 100 pts)	Total Combined Score (Max. 625 pts)
1. BI Incorporated	369	69	438
2. G4S Justice Services	373	54	427
3. iSECUREtrac	349	34	383
4. Pro Tech Monitoring, Inc.	302	60	362
5. SafeTrak Solutions, Inc.	69	25	94
6. Sentinel Offenders Services	449	61	510

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Prices Submitted:

Daily Grand Total Cost Per Day for :	BI Incorporated	G4S Justice Services	iSECUREtrac	Pro Tec Monitoring	SafeTrak Solutions	Sentinel Offenders Services
GPS Portable Tracking Device (PTD)						
<u>Passive Tracking</u>	\$945.00	\$969.75	\$1,743.75	\$956.25	\$956.25	\$1,266.55
<u>Active Tracking</u>	\$387.50	\$349.00	\$397.50	\$397.00	\$237.50	\$437.50
Drive By Monitoring Unit	No Charge	Included	\$26.00	N/A	\$24.00	No Charge
Breath Alcohol Testing Unit	\$15.35	\$22.50	\$28.75	\$18.75	\$15.00	\$25.00

The Evaluation/Selection Committee decided to hold oral presentations with the top three vendors. Following the oral presentations and a technical discussion, a final evaluation meeting was held to discuss the proposals remaining in consideration.

The final scores are as follows:

Post-Oral Presentations

Proposer	Total Technical Score (Max. 525 pts)	Total Price Score (Max. 100 pts)	Total Combined Score (Max. 625 pts)
1. BI Incorporated	350	53	403
2. G4S Justice Services	493	82	575
3. Sentinel Offenders Services	365	45	410

Local Preference:

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

Negotiations:

The Evaluation/Selection Committee recommends that the County enter into negotiations with the proposer with the highest score, G4S Justice Services. The following individuals will participate in the negotiations:

- Melissa Adames, Senior Procurement Contracting Officer, DPM
- Mariette Dominguez, Lieutenant, Miami-Dade Corrections and Rehabilitation
- Benjamin Castro, Officer, Miami-Dade Corrections and Rehabilitation
- Donald Coffey, Chief, Miami-Dade Corrections and Rehabilitation
- Robert Trebbi, Computer Services Manager, Miami-Dade Police Department

Justification for Recommendation:

The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer G4S Justice Services. The proposer is the world's largest provider of electronic monitoring services and has provided the County with an efficient, cost effective solution that will serve the monitoring needs of MDCR.

The Evaluation/Selection Committee unanimously agrees that the selected vendor should be awarded a contract for the following reasons:

- The solution provides outstanding software functionality that is flexible, scalable, and can be tailored to the needs of Miami-Dade County to perform the required tasks at no additional charge.
- The equipment exceeds the specifications outlined in the scope of services.
- The proposed solution will provide an automated approach to labor intensive tasks reducing the risk of errors.
- The solution will potentially reduce the intake time and installation of the equipment on the individual.
- The equipment can provide the County with the ability to locate an individual inside of a building and provide the building location along with the history of movement as opposed to just providing the latitude and longitude of the individual for both passive and active GPS tracking.
- The solution and the relative value of the price proposed is lower than all respondents to the Request for Proposals.

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


12/11/2008
Date

Not Approved

George M. Burgess
County Manager

Date

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Project No.

RFP647 - Electronic Monitoring Devices and Related Services

ALL SCORES - FINAL

Voting Member / Criteria	Score	PROPOSER/s		
		BI Incorporated	G4S Justice Services	Sentinel Offenders Services
Donald E. Coffey				
Experience, Qualifications, Past Performance	15	10	15	10
Relevant experience & qualifications of key individuals and subcontractors	15	10	15	10
Proposers Approach				
Installation of devices	10	5	10	7
Transition Plan	10	5	9	7
Repair/replacement	10	5	9	7
Training of Staff	5	3	5	3
Program Design				
Monitoring Devices	10	5	10	5
Monitoring Services	10	5	10	5
Reports	10	5	10	5
Archival System/Security	10	5	10	5
Total Technical	105	58	103	64
Price	20	7	20	10
Total	125	65	123	74

Mariette Dominguez

Experience, Qualifications, Past Performance	15	5	15	7
Relevant experience & qualifications of key individuals and subcontractors	15	5	14	10
Proposers Approach				
Installation of devices	10	3	10	6
Transition Plan	10	5	10	7
Repair/replacement	10	4	10	6
Training of Staff	5	5	4	4
Program Design				
Monitoring Devices	10	3	10	5
Monitoring Services	10	5	10	6
Reports	10	4	10	7
Archival System/Security	10	4	10	5
Total Technical	105	43	103	63
Price	20	5	8	5
Total	125	48	111	68

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Project No.

RFP647 - Electronic Monitoring Devices and Related Services

ALL SCORES - FINAL

Voting Member / Criteria	Score	PROPOSER/s		
		BI Incorporated	G4S Justice Services	Sentinel Offenders Services

John Boyce

Experience, Qualifications, Past Performance	15	11	13	11
Relevant experience & qualifications of key individuals and subcontractors	15	11	13	11
Proposers Approach				
Installation of devices	10	8	9	8
Transition Plan	10	8	8	8
Repair/replacement	10	8	8	8
Training of Staff	5	4	4	4
Program Design				
Monitoring Devices	10	6	8	7
Monitoring Services	10	7	8	6
Reports	10	6	8	6
Archival System/Security	10	7	7	6
Total Technical	105	76	86	75
Price	20	14	17	12

Total	125	90	103	87
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Robert Trebbi

Experience, Qualifications, Past Performance	15	13	14	13
Relevant experience & qualifications of key individuals and subcontractors	15	13	13	10
Proposers Approach				
Installation of devices	10	7	10	7
Transition Plan	10	8	8	8
Repair/replacement	10	8	9	7
Training of Staff	5	4	3	3
Program Design				
Monitoring Devices	10	7	10	6
Monitoring Services	10	7	10	6
Reports	10	7	10	6
Archival System/Security	10	7	10	6
Total Technical	90	81	97	72
Price	20	17	19	13

Total	110	98	116	85
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Project No.

RFP647 - Electronic Monitoring Devices and Related Services

ALL SCORES - FINAL

Voting Member / Criteria	Score	PROPOSER/s		
		BI Incorporated	G4S Justice Services	Sentinel Offenders Services

James Vose

Experience, Qualifications, Past Performance	15	13	15	14
Relevant experience & qualifications of key individuals and subcontractors	15	13	15	14
Proposers Approach				
Installation of devices	10	8	10	8
Transition Plan	10	10	10	8
Repair/replacement	10	9	9	8
Training of Staff	5	5	5	5
Program Design				
Monitoring Devices	10	8	10	8
Monitoring Services	10	8	10	8
Reports	10	9	10	9
Archival System/Security	10	9	10	9
Total Technical	105	92	104	91
Price	20	10	18	5

Total	125	102	122	96
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Overall Technical Score:	350	493	365
Overall Price Score:	53	82	45

Final Scores: (Out of a possible 625 Points)	403	575	410
	<i>3rd Rank</i>	<i>1st Rank</i>	<i>2nd Rank</i>

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Preliminary Scores

Voting Member / Criteria	Score	PROPOSERS					
		BI Incorporated	G4S Justice Services	iSECUREtrac	Pro Tech Monitoring, Inc.	SafeTrak Solutions, Inc.	Sentinel Offenders Services
Donald E. Coffey							
Experience, Qualifications, Past Performance	15	7	7	7	5	2	13
Relevant experience & qualifications of key individuals and subcontractors	15	7	7	7	5	2	13
Proposers Approach							
Installation of devices	10	5	6	6	5	5	8
Transition Plan	10	5	5	5	5	3	9
Repair/replacement	10	4	5	5	5	3	7
Training of Staff	5	3	2	3	3	2	3
Program Design							
Monitoring Devices	10	5	9	9	5	2	9
Monitoring Services	10	7	7	5	5	2	7
Reports	10	5	7	7	5	2	8
Archival System/Security	10	5	5	5	5	5	5
Total Technical	105	53	60	59	48	28	82
Price	20	15	15	10	15	15	13
Total	125	68	75	69	63	43	95
Mariette Dominguez							
Experience, Qualifications, Past Performance	15	9	7	10	7	0	14
Relevant experience & qualifications of key individuals and subcontractors	15	9	7	10	7	0	14
Proposers Approach							
Installation of devices	10	5	6	7	5	0	10
Transition Plan	10	5	6	6	6	0	10
Repair/replacement	10	5	5	5	3	0	9
Training of Staff	5	5	5	5	3	0	5
Program Design							
Monitoring Devices	10	4	5	5	4	0	9
Monitoring Services	10	5	5	5	4	0	10
Reports	10	7	5	5	4	0	9
Archival System/Security	10	6	5	8	5	0	10
Total Technical	105	60	56	66	48	0	100
Price	20	5	2	2	2	0	9
Total	125	65	58	68	50	0	109
John Boyce							
Experience, Qualifications, Past Performance	15	12	11	10	11	0	13
Relevant experience & qualifications of key individuals and subcontractors	15	12	11	10	11	0	13
Proposers Approach							
Installation of devices	10	8	9	9	9	0	9
Transition Plan	10	8	8	7	8	0	9
Repair/replacement	10	8	8	8	8	0	8
Training of Staff	5	3	3	3	3	0	5
Program Design							
Monitoring Devices	10	6	6	7	6	0	8
Monitoring Services	10	7	6	6	5	0	8
Reports	10	6	7	8	5	0	7
Archival System/Security	10	7	7	6	6	0	7
Total Technical	105	77	76	74	72	0	87
Price	20	14	14	12	14	0	15
Total	125	91	90	86	86	0	102
Robert Trebbi							
Experience, Qualifications, Past Performance	15	13	13	11	13	3	13
Relevant experience & qualifications of key individuals and subcontractors	15	13	13	11	12	3	10
Proposers Approach							
Installation of devices	10	8	9	8	7	5	8
Transition Plan	10	8	8	6	5	4	8
Repair/replacement	10	8	8	6	6	4	7
Training of Staff	5	4	3	3	3	3	3
Program Design							
Monitoring Devices	10	7	8	7	7	5	8
Monitoring Services	10	8	8	7	4	4	8
Reports	10	8	8	7	7	5	8
Archival System/Security	10	8	9	5	6	5	8
Total Technical	105	85	87	71	70	41	81
Price	20	17	18	10	16	10	14
Total	125	102	105	81	86	51	95

ST

RFP647

RFP647 - Electronic Monitoring Devices and Related Services

Preliminary Scores

Voting Member / Criteria	Score	PROPOSERS					
		BI Incorporated	G4S Justice Services	iSECUREtrac	Pro Tech Monitoring, Inc.	SafeTrak Solutions, Inc.	Sentinel Offenders Services
James Vose							
Experience, Qualifications, Past Performance	15	13	14	12	11	0	15
Relevant experience & qualifications of key individuals and subcontractors	15	13	15	14	9	0	15
Proposers Approach							
Installation of devices	10	8	9	7	7	0	9
Transition Plan	10	10	10	6	5	0	8
Repair/replacement	10	9	8	6	5	0	9
Training of Staff	5	5	5	4	2	0	5
Program Design							
Monitoring Devices	10	9	8	7	7	0	9
Monitoring Services	10	9	7	9	7	0	10
Reports	10	9	9	7	6	0	10
Archival System/Security	10	9	9	7	5	0	9
Total Technical	105	94	94	79	64	0	99
Price	20	18	5	0	13	0	10
Total	125	112	99	79	77	0	109
Overall Scores: (Out of a possible 625 Points)		438	427	383	362	94	510

2nd Rank 3rd Rank

1st Rank

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