Memorandum

MIAMI-DADE COUNTY

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

Date: May 5, 2009

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

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contracts No. 655A through 655G: Fire-Rescue Apparatus Pool

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This package, listed as Agenda Item 3K on the April 14, 2009 Budget, Planning and Sustainability Committee meeting agenda, was amended to require that prior to exercising the first two-year options-to-renew, the contract be brought back the Board of County Commissioners for approval.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of the referenced contracts to establish the Fire-Rescue Apparatus Pool on behalf of Miami-Dade Fire Rescue.

CONTRACT NO:	Contracts No. 655A through 655G
CONTRACT TITLE:	Fire-Rescue Apparatus Pool
DESCRIPTION:	To establish a pool of pre-qualified vendors for subsequent work order competition among the pool members to purchase and refurbish fire rescue apparatus to Miami-Dade Fire Rescue.
TERM:	Three years ~~with two, two-year options-to-renew at the County's sole discretion~~ With two, two-year options-to-renew at the County's discretion. Options-to-renew must be forwarded to the Board of County Commissioners for approval.
APPROVAL TO ADVERTISE:	October 29, 2008
CONTRACT AMOUNT:	$24,000,000* *If the County exercises the two, two-year options-to-renew, the cumulative contract value will be approximately $56,000,000.
METHOD OF AWARD:	A full and open competitive Request for Qualifications (RFQ) process was used. The process resulted in the pre-qualification of the seven vendors that submitted proposals in response to the RFQ. Once the need for specific fire apparatus is identified, staff will prepare a solicitation in the form of a Work Order Proposal Request (WOPR). WOPR's will be forwarded to pool members for competitive proposals. Proposals received will be evaluated for

technical and/or price consideration. The selected pool member will be issued a work order to provide the required apparatus.

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Ten-8 Fire Equipment Inc. (Non-local vendor)l	2904 59th Ave. Dr. E. Bradenton, FL 34208	Mr. Dann Bouwer
Rosenbauer General Safety Equipment (Non-local vendor)	5181 260th Street Wyoming, MN 55092	Mr. Kevin Kirvida
Elite Custom Transporters & Motorcoaches, LLC (Non-local vendor)	2379 Leibel St. White Bear Lake, MN 55110	Ms. Brenda Bruggerman
Braun Industries, Inc. (Non-local vendor)	1170 Production Dr. Van Wert, OH 45891	Ms. Kim Elick
Life Star Rescue Inc. (Non-local vendor)	1171 Production Dr. Van Wert, OH 45891	Mr. Jim Snyder
Hall-Mark Fire Apparatus (Non-local vendor)	3431 NW 27th Ave Ocala, FL 34475	Mr. James Hall
Road Rescue, Inc. (Non-local vendor)	2914 Spartan Pl. Marion, SC 29571	Mr. Gary DeCosse

PERFORMANCE DATA: There are no performance issues with the recommended firms.

COMPLIANCE DATA: There are no compliance issues with the recommended firms.

VENDORS NOT RECOMMENDED FOR AWARD: None

CONTRACT MEASURES: The Review Committee of July 23, 2008, recommended a Small Business Enterprise selection factor for this contract.

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

USER ACCESS PROGRAM: The User Access Program provision is included. The 2% program discount will be collected.

LOCAL PREFERENCE: Considered in accordance with applicable ordinance, but did not affect the outcome.

PROJECT MANAGER: Chief Fernando Fernandez, Miami-Dade Fire Rescue

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

DELEGATED AUTHORITY:

If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, ~~subsequent options to renew and other~~ extensions in accordance with the terms and conditions of the contract. The County Mayor or his designee is also delegated the authority to award contracts as part of this pool that may exceed $1,000,000 without further approval of the Board of County Commissioners.

BACKGROUND

The Miami-Dade Fire Rescue Department (MDFR) has a fleet of approximately 165 fire rescue apparatus units that are on a replacement schedule. This schedule anticipates replacement of a certain number of units each year based on wear and tear. These units will be replaced with either a new or remounted/refurbished vehicle depending on the type and condition of the apparatus. During FY09-10, MDFR's replacement schedule includes replacement of five engines, three tankers, and ten rescue vehicles. To meet this schedule, a Request for Qualifications was issued to identify qualified vendors for inclusion in a pool to provide and/or refurbish various types of fire rescue apparatus. The creation of the pool for subsequent issuance of competitive work orders will expedite the selection process once a need is identified. The County in its sole discretion, reserves the right to seek future proposals to fill pool vacancies or to add new members to the pool.

When a specific need arises, MDFR will prepare a scope of work and provide all pool members with a work order proposal request including the response requirements and selection process. Work order awards will be made based on technical and quality aspects and/or price. The types of apparatus that can be obtained or refurbished/remounted through this pool include: pumpers, aerial ladder trucks, platform tankers (large capacity pumpers), transport rescues, haz-mat trucks, air support trucks, tankers (large water and/or fuel hauler), brush trucks, command buses, heavy rescue trucks, heavy rescue crane type trucks, battalion and small command response vehicles.

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)(H)

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)(H)
5-5-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH TEN-8 FIRE EQUIPMENT INC., ROSENBAUER GENERAL SAFETY EQUIPMENT LLC, ELITE CUSTOM TRANSPORTERS & MOTORCOACHES, LLC, BRAUN INDUSTRIES, INC., LIFE STAR RESCUE INC., HALL-MARK FIRE APPARATUS, INC., AND LIFE STAR RESCUE INC. TO ESTABLISH THE FIRE-RESCUE APPARATUS POOL, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE NECESSARY AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY IN AN AMOUNT OF UP TO $24,000,000 AND TO EXERCISE ANY CANCELLATION PROVISIONS CONTAINED THEREIN, CONTRACTS NO. 655A THROUGH 655G

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of agreements with Ten-8 Fire Equipment Inc., Rosenbauer General Safety Equipment LLC, Elite Custom Transporters & Motorcoaches, LLC, Braun Industries, Inc., Life Star Rescue Inc., Hall-Mark Fire Apparatus, Inc., and Life Star Rescue Inc., in substantially the form attached hereto and made a part hereof to create the Fire Rescue Apparatus Pool, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County in the amount of up to $[[~~56,000,000~~]][1]>>24,000,000<< [[~~including options to renew~~]] and to exercise any cancellation [[~~and renewal~~]] provisions [[~~and~~]] contained therein.

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[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 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.

Daniel Frastai

Contract No. 655A

THIS AGREEMENT made and entered into as of this ___ day of _____ by and between Ten-8 Fire Equipment Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2904 59th Ave Drive East, Bradenton, FL 34208 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to participate in the County's Fire-Rescue Apparatus, Equipment Pool ("Pool") of pre-qualified firms as a Pool "member", including competing for future requests to provide Fire-Rescue Apparatus for Miami-Dade County when projects arise, on a non-exclusive and as needed basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 655 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 December 3, 2008 hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Pool for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFQ No.655 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
b) The words "Contract Date" to mean the date on which this Agreement is effective.
c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
d) The word "Contractor" to mean Ten-8 Fire Equipment Inc. and its permitted successors and assigns.
e) The word "Days" to mean Calendar Days.
f) 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.
g) 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.
h) The word "Deliverables" to mean all apparatus, or other requirements as may be stated herein, or in any Work Order that may be issued as a result of this Agreement.
i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
l) 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.
m) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

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) any Work Order issued hereto, 4) the Miami-Dade County's RFQ No. 655 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal. Notwithstanding this order of precedence, any Work Order may specify more stringent terms, or where these terms and conditions allow, the Work Order may specify other terms, both of which will supersede these terms and conditions.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder"

shall be deemed to refer to this Agreement.

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Contract and shall be for the duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

Work Order Term - Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract and which will extend beyond said termination date shall survive the expiration or termination hereof.

ARTICLE 6. WORK ORDER AWARD

Individual awards to the Pool members will be made through a Work Order process, which will define and describe the parameters for individual projects as follows:

Work Order Process

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. However, there is no guarantee that any or all Pool members will obtain work orders through this Pool. After selection into the Pool, members will participate in a work order process. Awards will be based on Technical (Quality) and/or Price for each individual project depending upon assessed departmental needs. When projects arise, the County will prepare a scope of work and provide Pool members, in the applicable service category, with information regarding the selection process and response requirements, potentially to include written proposals and/or oral presentations. Recommendations for work order awards will be made competitively, generally based on quality and/or price. Alternatively, the County reserves the right to award Work Orders on a rotational basis or as a result of direct award. Local Preference consideration will not apply to individual Work Orders. Additionally, the County reserves the right to develop an alternate, streamlined process for awarding Work Orders.

ARTICLE 7. 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
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178
Attention: Fire Chief
Phone: 786-331-5122

and,

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

(2) To the Contractor

Ten-8 Fire Equipment Inc.
2904 59th Ave Drive East
Bradenton, FL 34208
Attention: Vice President
Phone: 800-228-8368
Fax: 941-756-2598
E-mail: mjones@ten8fire.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 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stated in the Work Order(s) issued as a result of this Agreement.

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

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

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, or a frequency as stipulated in the Work Order, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Miami-Dade Fire Rescue
6000 SW 87th Avenue
Miami, Florida 33173
Attention: John Soeder, Captain

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

defend the County or its officers, employees, agents and instrumentalities as herein provided. Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
B. General Liability Insurance including Garage Keepers Legal Liability in amount not less than $500,000 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 $500,000 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: MIAMI-DADE COUNTY WORK ORDER NUMBER 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 Contractor of this liability and obligation under this section or under any other section in this Agreement.

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

conjunction with this Article remain in force for the duration of the contractual period of the Contract and any Work Order, which period may extend beyond the Contract Term as stated in Article 5, and 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 Work Order and/or Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate the Work Order and 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.
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. 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 under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed pursuant to this Agreement shall at all times, and in all

places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

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

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
   i. stop work on the date specified in the notice ("the Effective Termination Date");
   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
   iii. cancel orders;
   iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:
   v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
   i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
   ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

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

ARTICLE 24. EVENT OF DEFAULT

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

   i. the Contractor has not delivered Deliverables on a timely basis.
   ii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
   iii. 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;
   iv. the Contractor has failed to obtain the approval of the County where required by this Agreement;
   v. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
   vi. the Contractor has failed in the representation of any warranties stated herein.

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

Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;
ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or

(ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Work, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledges 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.

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(i) 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 Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents,

back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

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

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy

proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract and any subsequent Work Orders are 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 and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 40. SURVIVAL

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

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Mark S. Jones	Name: _____
Title: Vice President	Title: _____
Date: March 30, 2009	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board

Corporate Seal/Notary Seal

CAROL V. HUIZER
Commission DD 775978
Expires April 30, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

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

Contractor	Miami-Dade County
By: J. Steven Reedy	By: _____
Name: J. STEVEN REEDY	Name: _____
Title: VP / GM	Title: _____
Date: 03-30-2009	Date: _____
Attest: Dixie J. Olson	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board

Corporate Seal/Notary Seal

DIXIE J. OLSON
NOTARY PUBLIC MINNESOTA
MY COMMISSION
EXPIRES JAN. 31 2010

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: William D. Alm	Name: _____
Title: V.P. / Co-owner	Title: _____
Date: 3/31/09	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
RUBEN A. GONZALEZ Notary Public - State of Florida My Commission Expires Aug 19, 2011 Commission # DD 706039 Bonded Through National Notary Assn. 3/31/09	_____ Assistant County Attorney

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

Contractor	Miami-Dade County
By: Kim Elick	By: _____
Name: Kim Elick	Name: _____
Title: President	Title: _____
Date: 04-02-2009	Date: _____
Attest: Connie L Slagle Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal Connie L Slagle CONNIE L. SLAGLE Notary Public, State of Ohio My Commission Expires Jan 12, 2011	Approved as to form and legal sufficiency _____ Assistant County Attorney

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

Contractor	Miami-Dade County
By: [signature]	By: _____
Name: Brenda Bruggeman	Name: _____
Title: Pres	Title: _____
Date: 3-30-09	Date: _____
Attest: [signature] Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
RICHARD R. KLEINOW Notary Public Minnesota My Commission Expires January 31, 2010	_____ Assistant County Attorney

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Tim LanKenau	Name: _____
Title: General Manager	Title: _____
Date: 3/31-09	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board

Amy M. Axe
Notary Public, State of Ohio
My Commission Expires June 28, 2009

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

RECEIVED
09 APR -6 PM 3:20
MIAMI-DADE COUNTY
FLORIDA

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

Contractor	Miami-Dade County
By: Road Rescue, Inc.	By: _____
Name: Gary DeCosse	Name: _____
Title: President	Title: _____
Date: 3/30/09	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

SCOPE OF SERVICES (For Pool Members)

1.0 INTRODUCTION

Miami-Dade County hereinafter referred to as the "County," as represented by the Miami-Dade Fire Rescue Department (MDFR) has established the Fire-Rescue Apparatus Pool which includes pre-qualified Pool Members for the purpose of participating in a competitive process to provide apparatus and/or the remounting/refurbishment of apparatus on an as needed, when needed basis.

1.1 Background

MDFR has a fleet of approximately 165 units, which all are on a replacement schedule. It is anticipated that MDFR will replace five (5) engines, three (3) tankers and ten (10) rescue vehicles for fiscal year 09-10. The replacement schedule may vary and may be adjusted as necessary.

1.2 Structure and Term of Pool

Membership in the Pool is a prerequisite for obtaining opportunities to present proposals/bids for projects selected for this Pool. However, there is no guarantee that any or all Pool Members will obtain Work Orders issued through this Pool. Selection into a Pool does not guarantee work, and does not provide for exclusive rights by any firm to provide services to the County.

At the County's discretion, members may be dropped from the Pool for lack of participation, which shall include failure over a reasonable time to propose on projects offered through the Pool (unless it is for items the Pool Member does not provide, in which case the Pool Member would respond that it does not provide such apparatus), poor performance on any Work Order issued, being in arrears in obligations to the County, and any other reason specified by County policies and procedures. Selected Proposers must maintain the qualifications of the firm and proposed personnel at a standard consistent and equivalent to the qualification submissions submitted for Pool membership consideration. The County reserves the right to seek future proposals to fill pool vacancies or to add new members to the pool, at its sole discretion.

1.3 Work Order Process

When the need arises, the County will prepare a scope of work and provide Pool Members with information regarding the response requirements and selection process through a Work Order Proposals Request (WOPR) or Information for Bids (ITB). Work Order awards will be made competitively, generally based on technical and quality aspects and/or price. The County may negotiate each Work Order award or may award a Work Order on the basis of initial offers received. The County reserves the right to enter into negotiations with the recommended Pool Member. If the County and the recommended Pool Member cannot negotiate a successful Work Order, the County may terminate negotiations and begin negotiations with another recommended Pool Member. This process may continue until a Work Order has been executed or all Pool Members who responded to the WOPR or Bid have been rejected. No Pool Member shall have any rights against the County arising from such negotiations. The County reserves the right to establish an alternate, streamlined method for awarding Work Orders.

1.4 Equipment and Services Requested

The Members of the Pool, if selected (selected Proposer) for a Work Order, shall provide the following types of fire rescue apparatus, equipment, services (Category 1 and Category 2) and financing as may be required:

Category 1 - Fire Rescue Apparatus Construction
The selected Proposers shall construct the following types of apparatus ("Apparatus") (not limited to): Pumper, Aerial, Ladder, Platform, Tanker (Large Capacity Pumper), Transport Rescue, Haz-Mat trucks, Air Support Truck, Tanker (Large Water and/or Fuel Hauler), Brush Truck, Command Bus, Heavy Rescue Truck, Heavy Rescue Crane Type Truck, Battalion or Small Command Response Vehicles. The apparatus shall be new and the most recent model. All components and included craftsmanship shall be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship shall be of a high level of quality and appearance consistent with or exceeding the best industry standards. The selected Proposers shall indicate the manufacturer of each tool and/or piece of equipment.

Category 2 - Refurbishment or Remounting on a New Chassis of Existing Apparatus
The selected Proposers shall refurbish existing apparatus or remount new chassis to include, but not be limited, to the following types of apparatus; Pumper, Aerial, Ladder, Platform, Tanker (Large Capacity Pumper), Transport Rescue, Haz-Mat trucks, Air Support Truck, Tanker (Large Water and/or Fuel Hauler), Brush Truck, Command Bus, Heavy Rescue Truck, Heavy Rescue Crane Type Truck, Battalion or Small Command Response Vehicles. The chassis on remounts shall be new and the most recent model. The engineering, materials, and workmanship shall be of a high level of quality and appearance consistent with or exceeding the best industry standards. The selected Proposers shall indicate the manufacturer of each tool and/or piece of equipment.

The selected Proposers shall conform to the National Fire Protection Association (NFPA 1901) Standard for Automotive Fire Apparatus, in its most recent edition.

1.5 Apparatus Trade-In

If so requested in the WOPR/ITB, the selected Proposers shall accept a trade-in(s) for apparatus on purchases of new or additional apparatus purchased under the Work Order process, or as a credit that would be applied to a future purchase or which could be applied toward a vehicle under a lease plan. Trade-in value will be requested at time of WOPR/ITB. Types of apparatus eligible for trade-in shall include but not be limited to; Pumper, Aerial, Ladder, Platform, Tanker (Large Capacity Pumper), Transport Rescue, Haz-Mat Trucks, Air Support Truck, Tanker (Large Water and/or Fuel Hauler), Brush Truck, Command Bus, Heavy Rescue Truck, Heavy Rescue Crane Type Truck and Battalion or Small Command Response Vehicles.

1.6 Financing and/or Lease Programs

The Pool Members as may be requested in the WOPR/ITB shall provide along with their proposal for Apparatus/Equipment financing options as described below:

a. **Financing and/or Lease Programs Offered by the Pool Member** - Programs offered shall include but not be limited to, Direct Purchases, Lease Turn-In Plans, Lease Buy-Back Plans.

b. **Financing Programs Available through Financial Institutions with a working partnership/agreement with the Pool Member** - Programs offered shall include but not be limited to; Direct Purchase, Lease Turn-In Plan, Lease Buy-Back Plan.

1.7 Warranty

The selected Proposers shall fully warrant all apparatus and equipment furnished hereunder against defect in materials and/or workmanship, components, improper design or engineering for a minimum term from the County's acceptance of the apparatus to twelve (12) months or 2,100 operating hours or 15,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the selected Proposer shall be responsible for any and all costs for labor and parts or materials that are required to correct any and all deficiencies.

Note: Forward to Dept. Director (Hermino) and the original will be delivered to the CEO (Alina) for review.

3/16/09

Memorandum

MIAMI-DADE COUNTY

Date: March 16, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Andrew Zawoyski, CPPO
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFQ No. 655 - Fire-Rescue Apparatus Pool

---

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

Committee meeting dates: January 21, 2009; February 5, 2009; and March 6, 2009.

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise selection factor for this solicitation. None of the proposers qualified for the selection factor.

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

Summary of scores:
The County received seven proposals. The Committee evaluated the Proposers based on two categories as stated in the RFQ, construction of apparatus and refurbishing/remounting of apparatus.

The RFQ stated that the committee would establish a passing grade to determine which of the proposers would be considered for recommendation for award. The Committee utilized the scoring guidelines as presented with their score sheets and unanimously agreed that in order to be recommended for the Pool, the Proposer must achieve a total score of not less than 255 points (which according to the rating guidelines would be mid score under the "Good" rating category).

The seven proposers and the categories are presented in the table below:

Construction

Proposer	Total Technical Points
Ten-8 Fire Equipment Inc.	464
Rosenbauer - GSE	435
Elite Custom Transporters	375
Braun Industries, Inc.	395
Life Star Rescue	333
Hall-Mark Fire Apparatus	404
Road Rescue	341

Remount/Refurbish

Proposer	Total Technical Points
Ten-8 Fire Equipment Inc.	456
Rosenbauer - GSE	442
Elite Custom Transporters	368
Braun Industries, Inc.	355
Life Star Rescue	352
Hall-Mark Fire Apparatus	389
Road Rescue	314

The Evaluation/Selection Committee decided not to hold oral presentations. Price proposals were not requested as part of this solicitation. Prices will be requested via subsequent work order competitions, following Board approval to establish a pool of pre-qualified vendors. The Request for Qualifications required a Pool of at least two members in each category. Each of the categories has seven qualified proposers.

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as all proposers are recommended to the pool.

Other Information:
The apparatus list was lengthy and proposers submitted information on the different types of apparatus they can provide. The Committee established proposers into four major categories based on the information submitted in the proposals: Rescue Vehicles (e.g. ambulances); Suppression Vehicles (e.g. pumpers); Specialty Vehicles (e.g. haz-mat trucks) and Remounting and Refurbishing services.

The category breakdown, as stated in the chart below, guarantees that all apparatus can be obtained and that there would be competition for each category.

Category → / Proposers ↓	Rescue Vehicles	Suppression Vehicles	Specialty Vehicles	Remounting and Refurbishing
Ten-8 Fire Equipment Inc.	✔	✔	✔	✔
Rosenbauer -GSE		✔	✔	✔
Elite Custom Transporters			✔	✔
Braun Industries, Inc.	✔		✔	✔
Life Star Rescue			✔	✔
Hall-Mark Fire Apparatus		✔	✔	✔
Road Rescue	✔	✔	✔	✔

✔ = Proposer can provide apparatus/services under this category

Pool Category Membership Recommendations: The Committee recommends that the County offer contracts for the Fire-Rescue Apparatus Pool with the firms as stated above.

Justification for Recommendation:
The Evaluation/Selection Committee has determined that all seven firms demonstrated the ability to provide the apparatus, met the required experience, have sufficient qualified staff, and have the appropriate project management and financing capabilities as required for this project.

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

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS →	Maximum Points Per Member	Maximum Total Points (5 members)	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	250	232	219	197	202	160	207	178
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	75	69	68	56	61	55	59	57
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	175	163	148	122	132	118	138	106
Total Points	**100**	**500**	**464**	**435**	**375**	**395**	**333**	**404**	**341**

39

Signature:

Chairperson

Reviewed By

Ranking									
Local Preference Is any firm within 5% of the highest ranked? Y / N									
Is highest ranked local? Y / N									
Is firm within 5% local? Y / N									

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Rey Llerena

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	47	47	47	47	24	47
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	13	13	13	15	13	13
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	33	33	28	33	27	33
Total Points *(Total of above rows)*	100	93	93	88	95	64	93

40

SIGNATURE

2/6/09
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Rey Llerena

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	36
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	15
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	26
Total Technical Points *(Total of above rows)*	100	77

Reynaldo Llerena
SIGNATURE

2/6/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

John Soeder

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	45	40	40	40	35	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	14	15	12	11	10	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	35	30	25	25	25	25
Total Points *(Total of above rows)*	100	94	85	77	76	70	70

SIGNATURE

3/6/2009
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

John Soeder

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	20
Total Technical Points *(Total of above rows)*	100	65

43

SIGNATURE

5/6/07
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Lorna Martin Spencer

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	45	42	35	20	31	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	12	12	8	10	10	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30	20	14	14	14	25
Total Points *(Total of above rows)*	100	87	74	57	44	55	77

lh

SIGNATURE

05/06/09
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Lorna Martin Spencer

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	10
Total Technical Points *(Total of above rows)*	100	55

sh

SIGNATURE

03/06/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Marc Allen

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	45	40	30	45	30	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	15	13	10	10	10	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30	30	25	30	22	25
Total Points *(Total of above rows)*	100	90	83	65	85	62	77

SIGNATURE

DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Marc Allen

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	30
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	20
Total Technical Points *(Total of above rows)*	100	60

47

SIGNATURE

2-6-13
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Fernando Fernandez

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	50	50	45	50	40	45
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	15	15	13	15	12	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	35	35	30	30	30	30
Total Points *(Total of above rows)*	100	100	100	88	95	82	87

8 of

SIGNATURE

3/6/09
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - CONSTRUCTION
EVALUATION OF PROPOSALS

Fernando Fernandez

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	42
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30
Total Technical Points *(Total of above rows)*	100	84

bh

SIGNATURE

3/6/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655

FIRE RESCUE APPARATUS POOL - REFURBISHING/REMOUNT

EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	250	235	230	202	183	178	202	167
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	75	64	64	64	56	60	60	53
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	175	157	148	102	116	114	127	94
Total Points	100	500	456	442	368	355	352	389	314

Signature:

Chairperson

Reviewed By

Ranking									
Local Preference									
Is any firm within 5% of the highest ranked? Y / N									
Is highest ranked local? Y / N									
Is firm within 5% local? Y / N									

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Fernando Fernandez

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	50	50	45	48	50	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	15	15	13	13	15	13
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	35	35	20	30	30	30
Total Points *(Total of above rows)*	100	100	100	78	91	95	83

51

SIGNATURE

3/6/09.
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Fernando Fernandez

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	20
Total Technical Points *(Total of above rows)*	100	70

SS

SIGNATURE

3/6/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Marc Allen

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	45	45	35	45	30	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	12	12	15	10	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30	25	20	20	25	15
Total Points *(Total of above rows)*	100	87	82	70	75	70	65

SIGNATURE

DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Marc Allen

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	30
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	14
Total Technical Points *(Total of above rows)*	100	54

54

SIGNATURE

2-6-09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Lorna Martin Spencer

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	45	42	35	20	31	40
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	12	12	8	10	10	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30	28	14	14	14	25
Total Points *(Total of above rows)*	100	87	82	57	44	55	77

SIGNATURE

03/06/09
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Lorna Martin Spencer

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	10
Total Technical Points *(Total of above rows)*	100	55

SIGNATURE

03/04/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

John Soeder

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	48	46	40	30	40	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	12	12	15	10	10	12
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	30	28	20	20	20	25
Total Points *(Total of above rows)*	100	90	86	75	60	70	72

SIGNATURE

5/6/07
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

John Soeder

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	35
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	13
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	25
Total Technical Points *(Total of above rows)*	100	73

58

SIGNATURE

3/6/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Rey Llerena

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Ten-8 Fire Equipment Inc	General Safety Equipment	Elite Custom Transporters	Braun Industries Inc	Life Star Rescue	Hallmark Fire Apparatus
Respondent's Experience and Qualifications in providing Services	50	47	47	47	40	27	47
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	13	13	13	13	10	13
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	32	32	28	32	25	32
Total Points *(Total of above rows)*	100	92	92	88	85	62	92

SIGNATURE

3/6/09
DATE

RATING GUIDELINES:		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

RFQ 655
FIRE RESCUE APPARATUS POOL - REFURBISH/REMOUNT
EVALUATION OF PROPOSALS

Rey Llerena

SELECTION PROPOSERS ↓ / CRITERIA →	Maximum Points Per Member	Road Rescue
Respondent's Experience and Qualifications in providing Services	50	27
Proposed Key Personnel and Subcontractor Experience and Qualifications	15	10
Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services	35	25
Total Technical Points *(Total of above rows)*	100	62

09

Rey Llerena
SIGNATURE

5/6/09
DATE

RATING GUIDELINES:

		Respondent's Experience and Qualifications in providing Services	Proposed Key Personnel and Subcontractor Experience and Qualifications	Respondent's Approach to Providing Apparatus, Refurbishing/Remounting Services, Financing Capabilities and related services
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	41-50	12-15	29-35
Very Good:	Exceeds requirements, expectations and/or understanding	31-40	9-12	22-28
Good:	Meets requirements, expectations and/or understanding	21-30	6-9	15-21
Fair:	Meets some major and necessary requirements, expectations and/or und	11-20	3-6	8-14
Poor:	Provides little or no understanding, expectations, and/or requirements	0-10	0-3	0-7

Memorandum

MIAMI-DADE COUNTY

Date: January 14, 2009

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Miami-Dade Fire Rescue Department Request for Qualifications for Fire Apparatus Prequalified Pool - RFQ No. 655

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Fire Rescue Department Request for Qualifications for Fire Apparatus Prequalified Pool - RFQ No. 655:

Selection Committee
Andrew Zawoyski, DPM, Non-Voting Chairperson
Fernando Fernandez, MDFRD
John Soeder, MDFRD
Marc Allen, MDPD
Rey Llerena, GSA
Lorna Martin Spencer, SBD
Lucien Hope, Finance (Alternate)

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

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

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

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

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

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

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

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

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

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

c: Miriam Singer, Director, DPM
Herminio Lorenzo, Chief, MDFRD
Robert L. Parker, Director, MDPD
Wendi Norris, Director, GSA
Carter Hammer, Director, Finance
Penelope Townsley, Director, SBD

Selection Committee
Andrew Zawoyski, DPM, Non-Voting Chairperson
Fernando Fernandez, MDFRD
John Soeder, MDFRD
Marc Allen, MDPD
Rey Llerena, GSA
Lorna Martin Spencer, SBD
Lucien Hope, Finance (Alternate)

SELECTION COMMITTEE
MIAMI-DADE FIRE RESCUE DEPARTMENT
REQUEST FOR QUALIFICATIONS
FIRE APPARATUS PREQUALIFIED POOL

RFQ NO. 655

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Andrew Zawoyski Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5663
Fernando Fernandez Chief, Logistical Services Division	MDFRD	1983	Hispanic Male	Bachelor of Construction Management	G.C., Firefighter, Emergency Medical Technician	(786) 331-4242
John Soeder, Captain Support OIC	MDFRD	1981	White Male	Associate of Arts, Associate of Science	Certified Paramedic	(786) 336-6702
Marc Allen Detective	MDPD	1994	White Male	Some College	Class A CDL Drivers License, Swimming Instructor, CPR/First Responder Instructor	(786) 586-0410
Rey Llerena, Manager Equipment Services	GSA	1993	Hispanic Male	Bachelor Public Administration, Bachelor of Criminal Justice Administration	None	(305) 375-2299
Lorna Martin Spencer Manager, Personnel and Procurement Services	SBD	1984	Black Female	Bachelors in Human Resource Management	None	(305) 375-3117
Lucien Hope, Manager Credit and Collections (Alternate)	Finance	2002	White Male	Bachelors in Psychology with Double Minor in Related Business	Member of Creditors International	(786) 469-2843