

Memorandum



Date: September 20, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

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

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: External Independent Auditing Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of these contracts to provide external independent auditing services.

CONTRACT NUMBERS: RFP796a (Aviation Segment)
RFP796b (Water and Sewer Segment)
RFP796c (Transportation Segment)

CONTRACT TITLE: External Independent Auditing Services

TERM: Three years with two, one-year options-to-renew

APPROVAL TO ADVERTISE: July 19, 2011

METHOD OF AWARD: To the responsive and responsible proposers whose offers result in the best value to the County.

PREVIOUS CONTRACT AMOUNTS: The cost of the fiscal year 2009-2010 audits were as follows:

Aviation Segment: \$363,987
Water and Sewer Segment: \$170,000
Transportation Segment: \$110,000

CONTRACT AMOUNTS: RFP796a (Aviation Segment): \$1,305,000 for the initial three-year term. If the County chooses to exercise the two, one-year options-to-renew, the cumulative contract value will be \$2,215,000. The contract amount includes the annual cost of the audit (\$335,000 during the initial three-year term and \$355,000 during the two option to renew years) plus an annual allocation for additional services (\$100,000).

RFP796b (Water and Sewer Segment): \$784,500 for the initial three-year term. If the County chooses to exercise the two, one-year options-to-renew, the cumulative contract value will be \$1,323,650. The contract amount includes the annual cost of the audit (\$161,500 during the initial three-year term and \$169,575 during the two option

to renew years) plus an annual allocation for additional services (\$100,000).

RFP796c (Transportation Segment): \$615,000 for the initial three-year term. If the County chooses to exercise the two, one-year options-to-renew, the cumulative contract value will be \$1,034,000. The contract amount includes the annual cost of the audit (\$105,000 during the initial three-year term, \$108,000 for the first option to renew year, and \$111,000 for the second option to renew year) plus an annual allocation for additional services (\$100,000).

BACKGROUND

In accordance with Miami-Dade County Home Rule Amendment and Charter, Section 5.03(G), the County is required to engage external independent auditors for the annual examination of the County's financial statements. Under this solicitation, the County has three discrete operations that require external independent auditing as follows:

- Aviation Segment
- Water and Sewer Segment
- Transportation Segment (Segment includes Miami-Dade Transit and Operating Fund of the Citizens' Independent Transportation Trust)

The recommendation to reject proposals received in response to Request for Proposals (RFP) 764, External Independent Auditing Services for the General, Aviation, Water and Sewer, and Transportation Segments was presented to the Internal Management and Fiscal Responsibility (IMFR) Committee on July 12, 2011. The IMFR Committee amended the recommendation and directed that a contract be negotiated with McGladrey & Pullen LLP for the General Segment, that all proposals received for the Aviation, Water and Sewer, and Transportation Segments of RFP 764 be rejected, and that the remaining segments be re-solicited. The Committee further directed that all contracts be presented to the Board of County Commissioners (Board) for award in September. The amended item was adopted at the July 19, 2011 Board meeting as Resolution R-618-11.

This recommendation to award follows the re-solicitation of external independent auditing services for the Aviation, Water and Sewer, and Transportation Segments, as directed by the Board under Resolution R-618-11. Sixteen proposals were received in response to this solicitation. The Department of Small Business Development (SBD) determined that one proposal was non-compliant with the Small Business Enterprise Program Participation Provisions (SBD's memo dated August 5, 2011 is attached) and was not scored by the Evaluation/Selection Committee. The remaining fifteen proposals were evaluated by the Evaluation/Selection Committee.

Resolution R-618-11 further directed that the award of this solicitation be brought back to the Board in September given that the current auditing contracts for these segments will expire shortly. The services are currently being provided under Contract No. 477b (Aviation Segment) expiring October 2, 2011, Contract No. 477c (Water and Sewer Segment) expiring September 30, 2011, and Contract No. RFP623 (Transportation Segment) expiring September 30, 2011. The successor contracts must be in place to ensure that the audit fieldwork is completed on time for the submittal of the final audit report to the County's Finance Department by January 31, 2012.

**USING/MANAGING AGENCIES
AND FUNDING SOURCES:**

Department	Allocation	Funding Source	Contract Manager
Miami-Dade Aviation Department	\$ 1,305,000	Proprietary Funds	Blanca Padron
Miami-Dade Water and Sewer Department	\$ 784,500	Proprietary Funds	
Miami-Dade Transit	\$ 615,000	MDT Operating	
Total	\$ 2,704,500		
The allocation and funding source have been reviewed and approved by the Office of Management and Budget. There is no fiscal impact beyond what is stated in this recommendation. Miami-Dade Transit has confirmed that no federal funds will be used in this contract.			

PROCUREMENT

CONTRACTING OFFICER: Annie Perez

**VENDORS RECOMMENDED
FOR AWARD:**

Awardee(s)	Address	Principal	Award
KPMG LLP (Non-local vendor)	Three Chestnut Ridge Road Suite 2800 Montvale, NJ 07645	John B. Veihmeyer	Aviation Segment
Marcum LLP (Local vendor)	1 SE 3 rd Avenue, 10 th Floor Miami, FL 33131	Lawrence H. Blum	Water and Sewer Segment
Crowe Horwath LLP (Non-local vendor)	320 East Jefferson Blvd. South Bend, IN 46601	Fred J. Bauters	Transportation Segment

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:**

The following vendors were not recommended for award based on their scores and ranking.

Aviation Segment

Cherry, Bekaert & Holland LLP
Clifton Gunderson LLP
Crowe Horwath LLP
Marcum LLP
Moore Stephens Lovelace P.A.

Water and Sewer Segment

Cherry, Bekaert & Holland LLP
Clifton Gunderson LLP
Crowe Horwath LLP
Sharpton, Brunson & Company P.A.

Transportation Segment

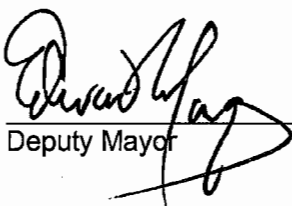
Clifton Gunderson LLP
Harvey Covington & Thomas of South Florida LLC
Sharpton, Brunson & Company P.A.

The following vendor was deemed non-compliant with the Small Business Enterprise Participation Provisions.

Water and Sewer Segment

TCBA Watson Rice LLP

CONTRACT MEASURES:	A Small Business Enterprise Sub-Contractor Goal of 30% has been assigned.
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The User Access Program provision will apply. The 2% program discount will be collected on all purchases where permitted by funding.
LOCAL PREFERENCE:	The Local Preference was applied in accordance with the Ordinance.
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten business days after date adopted by the Board of County Commissioners
DELEGATED AUTHORITY:	If this item and attached resolution are approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, contract modifications, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.


Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

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

Please note any items checked.

- ☐ "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
- ☒ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(B)
9-20-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS IN THE AGGREGATE AMOUNT OF \$4,572,650 WITH KPMG LLP, MARCUM LLP, AND CROWE HORWATH LLP TO OBTAIN EXTERNAL INDEPENDENT AUDITING SERVICES FOR THE AVIATION, WATER AND SEWER, AND TRANSPORTATION SEGMENTS, RESPECTIVELY, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS CONTRACT NOS: RFP796A, RFP796B, AND RFP796C

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 in the aggregate amount of \$4,572,650 with KPMG LLP, Marcum LLP, and Crowe Horwath LLP, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein, and authorizes the use of Charter County Transportation Surtax Funds.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. 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.



Oren Rosenthal



External Independent Auditing Services
Aviation Segment
Contract No. RFP796a

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between KPMG LLP, a partnership, having its principal office at Three Chestnut Ridge Road, Suite 2800, Montvale, NJ 07645 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide external independent auditing services for the annual examination of the County's financial statements, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 796 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated August 3, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such External Independent Audit Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), RFP No. 796 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 KPMG LLP and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- 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.

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) appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 796 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

the County's Project Manager.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall continue until the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

KPMG LLP
450 E. Las Olas Blvd., Suite 750
Ft. Lauderdale, FL 33301
Attention: Karen Mitchell
Phone: (954) 462-4806
Fax: (954) 206-0375
E-mail: Kamitchell@kpmg.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Price Schedule, Appendix B, herein. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be as indicated in Appendix B, Price Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The County shall withhold, and payment shall not be processed for, the final 10% of the total annual price until all Work is invoiced and completed by the Contractor for that year's audit.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the

County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

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 to the extent such claims, demands, suits, causes of actions or proceedings arise out of, relate to or result 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.

Contractor's obligation to indemnify shall not extend or apply to any portion of a claim alleging that the County's financial statements are inaccurate or incomplete or were not prepared in accordance with the Generally Accepted Accounting Principles. Contractor has no obligation to indemnify the County from any portion of claims resulting from the acts or omissions committed exclusively by the County.

Upon County's notification, the Contractor shall furnish to the Department of Procurement

Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.

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

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

OR

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

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

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

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

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

the Contract will be rescinded, unless such time frame for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement and applicable professional standards. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws,

statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with

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

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

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County.

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. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting for.

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 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 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.
- d) 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.
- e) In the event that the County exercises its right to terminate this Agreement, 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
- f) In the event that the County exercises its right to terminate this Agreement, 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.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

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

- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe 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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.
- d) Contractor is authorized to comply with American Institute of Certified Public Accountants auditing standard ET 301, Confidential Client Information, and nothing herein shall be construed as a restriction on that standard.

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, 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. Notwithstanding the foregoing, or any other terms in this Agreement, Contractor shall retain ownership, title to, and a copy of its workpapers. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been

customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered 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, 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. Venue shall be Miami-Dade County.

ARTICLE 39. SURVIVAL

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

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

Contractor

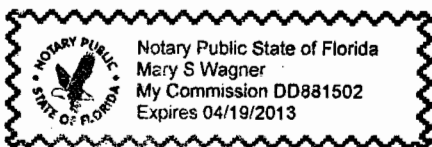
Miami-Dade County

By: KPMG LLP
 Name: KPMG
 Title: Partner
 Date: August 25, 2011
 Attest: Mary S Wagner
 Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



 Assistant County Attorney

Appendix A

Scope of Services**1. Background**

Miami-Dade County, hereinafter referred to as the County, is contracting for External Independent Auditing Services for the annual examination of the County's financial statements. In accordance with Section 5.03(G) of the Miami-Dade County Home Rule Amendment and Charter, the County requires the services of a Certified Public Accountant firm licensed to practice in the State of Florida to be engaged as an External Auditor for the Aviation Segment.

2. Qualifications**A. Minimum Qualification Requirement:**

The Contractor shall hold an active license and be in good standing with the State of Florida Board of Accountancy to practice Public Accounting as a Certified Public Accountant in the State of Florida.

B. Preferred Qualifications:

The Contractor warrants that it meets, and will continue to maintain to the County's satisfaction, the following:

- 1) Be in good standing with the Government Finance Officers Association (GFOA), American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). Note: This preferred qualification includes the Contractor and/or its key personnel, as applicable.
- 2) Meet all appropriate guidelines for independence pursuant to Florida Statute 473.315 and Florida Administrative Order 61H1-21.001.
- 3) Assign key personnel to this audit that have successfully completed the number of required hours of continuing professional education for Certified Public Accountants engaged in governmental auditing pursuant to Florida Statute 473.312 and Government Auditing Standards (Yellow Book).
- 4) Have completed an external quality control review (peer review), without a failing score, within the past three (3) years in accordance with Generally Accepted Government Auditing Standards (GAGAS).

If Contractor requests assignment of contract pursuant to Article 19, the County will also review the following preferred qualification:

- 5) Contractor should have been engaged as the prime contractor, to provide certified public accountant services for an external governmental audit comparable in size and scope to this Segment within the last three (3) years.

3. Standard Audit Requirements**A. Financial Statements**

The examinations will be financial and compliance audits in accordance with Florida Statutes 11.45, Chapter 10.550 Rules of the Auditor General, and US Office of Management and Budget (OMB) Circular A-133 in order to express opinions on the financial statements of the County Segment. The examinations should be to the extent necessary for the auditors to express opinions on the fairness with which the financial statements present the financial position, results of operations, and changes in financial position in conformity with U.S. Generally

Appendix A

Accepted Accounting Principles, the requirements of the Federal Single Audit Act of 1984, as amended, and the Florida Single Audit Act.

To this effect, the Contractor shall be familiar with the compliance requirements of any and all Federal, State, and County rules and regulations that may pertain to the work required in the engagement to include, but not limited to, the following:

1. Florida Statutes Section 11.45 and Chapter 10.550 Rules of the Auditor General
2. AICPA's Audits of State and Local Governments
3. Comptroller General of the United States Government Auditing Standards
4. Federal Single Audit Act and OMB Circular A-133
5. Florida Single Audit Act
6. Federal Grant Contract Requirements
7. State Grant Contract Requirements

The statements to be audited will be prepared by the Segment's finance unit. The Contractor shall submit any proposed adjusting journal entries to the appropriate Segment finance personnel for approval in a timely manner.

The County understands and agrees that the underlying books and records of account must be properly closed as required by Florida Statutes to maintain the independence of the auditors and allow the auditors reasonable time to meet completion deadlines.

B. Review of Internal Control

The Contractor shall conduct an evaluation of the system of internal control to access the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations. The study of internal control should include:

- 1) Review of processes, which consist of obtaining an understanding of the organization and its prescribed procedures to serve as the basis for tests of compliance and evaluation of internal controls.
- 2) Tests of controls, which are made to provide reasonable assurance that accounting control procedures are being applied as prescribed.

C. Data Processing Review

The Contractor shall conduct a review to compare the calculating operations of the computerized systems with the desired results by tests of transactions, including a review of controls designed to assure protection of files and prevention of processing errors and a review of the data processing reports.

D. Additional Services

If services are required which are related to, but not included in the Scope of Services for annual audit services, the County may request the Contractor to provide additional services which may include, but are not limited to:

Appendix A

- 1) The preparation of special reports for financing purposes as determined by the County's Finance Director, litigation support as determined by the County Attorney, and any other special audits as deemed necessary by the County's Finance Director.
- 2) Any other additional work, such as special internal control reviews, efficiency reviews, benchmarking studies, rate matters or specialized research and training.

All additional services must be pre-approved by the County's Finance Director.

4. Aviation Segment Annual Audit Requirements

The County's Aviation Segment consists of the audit of the Aviation Department's financial position and results of operations for the preparation and issuance of the Comprehensive Annual Financial Report (CAFR). The Contractor shall:

- 1) Complete all audit field work by December 31 and submit required independent auditor's report to the County's Finance Department no later than January 31, to include with the CAFR. The CAFR includes the basic financial statements, certain required supplemental information, and certain other supplementary financial data in accordance with the covenants of the Trust Agreement (an agreement between the County and certain banks), as amended, and applicable laws and regulations.
- 2) Submit an audit of enterprise fund information to Miami-Dade County for inclusion in the County's CAFR.
- 3) Provide annual operating and financial reports in compliance with the Federal Aviation Administration (FAA). One report (FAA Form 5100-125, Operating and Financial Summary) pertains to the total revenue and expenditures at an airport, including surplus revenue. The other report (FAA Form 5100-126, Financial Government Payment Report) pertains to amounts paid to other units of government for services received.
- 4) Provide annual financial and compliance audits of all Federal and State grant-in-aid programs and loans due 30 days subsequent to the audit report but no later than June 30th in accordance with OMB circular A-133 (including ARRA grants).
- 5) Submit an annual management letter within 30 days after delivery of auditor's findings in accordance with the Auditor General Rules 10.550 to make known certain recommendations of the Contractor which if implemented would, in the Contractor's opinion, increase efficiency, improve internal controls, improve management, etc.
- 6) Review and approve the release of the Comprehensive Annual Financial Report (CAFR).
- 7) Act as Verifying Agent for Customer Facilities Charge (CFC) collections in accordance with agreements with the Florida Department of Transportation (FDOT) and the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan covenants associated with the Rental Car Facility.

Appendix A

5. Annual Audit Requirements for All Segments

The Contractor shall:

- 1) Submit 30 days prior to the commencement of each County audit an annual audit work plan which shall identify the audit schedule; the key personnel assigned to the engagement including the responsibilities and number of hours allocated to the County's audit engagement; information on certification, licensure and continuing professional education training; key tasks, audit quality control measures, and specific policies, procedures and techniques to be used for the timely completion of the audit. The work plan shall specifically address any substitution of the key personnel which were previously approved by the County to perform services for the County's audit engagement. The recommended substitute shall have the same or higher qualifications, years of government experience, etc. as the personnel they are substituting for. The County reserves the right to reject or approve substitution of key personnel. (See Article 18 of the Agreement.) For the initial audit, the County will work with the Contractor to establish the timeline for that year's audit plan.
- 2) Submit to the Segment entity a management letter which shall identify control and management weaknesses observed, assess their effect on financial management and propose steps to eliminate them, for which the County shall provide responses. The Contractor shall then submit a final management letter to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners which shall include the County's responses to such findings identified by the Contractor.
- 3) Review and approve the release of the Comprehensive Annual Financial Report (CAFR) where applicable.
- 4) Provide the County with analysis of current developments of Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements.
- 5) Make available the Contractor's workpapers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations (without additional charge to the County).
- 6) Supply all necessary equipment, office supplies, computers, printers and software to conduct the onsite Segment Audit services requested herein including any broadband access equipment (e.g., "air card") that will allow connection to internet for access to Contractor's work e-mail and Virtual Private Network without reliance on, or interference with, County's own network.
- 7) Within five (5) days of completion of the final audit, deliver the final audit to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners. Additionally, the Contractor shall be liable for damages to the County if the Contractor fails to fulfill any provision of this Contract. (See Section 2-11.30 of the Miami-Dade County Code.)

6. Performance Requirements

The Contractor, in performing the Services requested herein, shall adhere to:

Appendix A

- 1) U.S. Generally Accepted Government Auditing Standards (GAGAS) applicable to governmental units, as promulgated by the U.S. Government Accountability Office (GAO).
- 2) Governmental standards promulgated by the Governmental Accounting Standards Board (GASB).
- 3) Federal and State Statutes, reporting requirements under the Single Audit Act of 1984 as amended, the State of Florida Single Audit Act, OMB Circular A-133 and Rules of Auditor General (Section 10.557, Florida Statutes).
- 4) U.S. Generally Accepted Accounting Principles (GAAP).

Appendix B

Price Schedule

A. ANNUAL AUDIT PRICE:

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the initial term of the Contract (not including any option to renew years) are provided below. The prices include all costs associated to provide these services.

1. Price for External Independent Auditing Services for Fiscal Year**Ending September 30, 2011: \$335,000****2. Price for External Independent Auditing Services for Fiscal Year****Ending September 30, 2012: \$335,000****3. Price for External Independent Auditing Services for Fiscal Year****Ending September 30, 2013: \$335,000****B. ADDITIONAL SERVICES:**

Occasionally, the County may require the additional services as listed in Section 3(D), Scope of Services. These additional services are related to, but not included in, providing the services in Section A above. The hourly rates by job classifications for providing any additional services for the initial term of the contract (not including any option to renew years) are provided below.

Classification	Rate Per Hour
Partner	\$660
Senior Manager	\$590
Manager	\$475
Senior	\$350
Staff	\$225
Clerical	\$50

C. OPTION TO RENEW YEARS

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the option to renew years are provided below. The prices include all costs associated to provide these services.

Appendix B

1. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2014: \$355,000

2. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2015: \$355,000

The hourly rates by job classifications for providing any additional services for the option to renew years are provided below.

Classification	Rate Per Hour
Partner	\$660
Senior Manager	\$590
Manager	\$475
Senior	\$350
Staff	\$225
Clerical	\$50

Notes:

1. Notwithstanding the proposed hourly rates for Additional Services, the County reserves the right to negotiate the final pricing on a project by project basis, at the County's sole discretion.
2. The key personnel, including the Project Manager, who will be performing the auditing services in the Scope of Services will also perform the Additional Services, as needed.
3. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
4. Prices and rates for extension periods shall be at the then current prices and rates.
5. All prices and rates include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

External Independent Auditing Services
Water and Sewer Segment
Contract No. RFP796b

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Marcum LLP, a partnership, having its principal office at 1 S.E. 3rd Avenue, 10th Floor, Miami, FL 33131 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide external independent auditing services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 796 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated August 3, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such External Independent Audit Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), RFP No. 796 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 Marcum LLP and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- 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.

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) appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 796 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

the County's Project Manager.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall continue until the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Marcum LLP
1 S.E. 3rd Avenue, 10th Floor
Miami, FL 33131
Attention: Michael D. Futterman
Phone: 305-995-9600
Fax: 305-995-9601
E-mail: michael.futterman@marcumllp.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Price Schedule, Appendix B, herein. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be as indicated in Appendix B, Price Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The County shall withhold, and payment shall not be processed for, the final 10% of the total annual price until all Work is invoiced and completed by the Contractor for that year's audit.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the

County, shall show the County's contract number; and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less

than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.

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

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

OR

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

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

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

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the

Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which

the dispute arises.

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

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books,

documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County.

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. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting for.

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 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.

- d) 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.
- e) In the event that the County exercises its right to terminate this Agreement, 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
- f) In the event that the County exercises its right to terminate this Agreement, 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.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or

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- debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe 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

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 procurement of Services, including

procurement and administrative costs; and,

- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services,

or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

The Contractor 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.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under

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

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered 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, 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. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of 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.

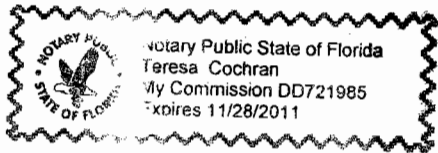
Contractor

Miami-Dade County

By: M. Futterman
Name: MICHAEL FUTTERMAN
Title: PARTNER
Date: AUGUST 24, 2011
Attest: [Signature]
Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

Appendix A

Scope of Services

1. Background

Miami-Dade County, hereinafter referred to as the County, is contracting for External Independent Auditing Services for the annual examination of the County's financial statements. In accordance with Section 5.03(G) of the Miami-Dade County Home Rule Amendment and Charter, the County requires the services of a Certified Public Accountant firm licensed to practice in the State of Florida to be engaged as an External Auditor for the Water and Sewer Segment.

2. Qualifications**A. Minimum Qualification Requirement:**

The Contractor shall hold an active license and be in good standing with the State of Florida Board of Accountancy to practice Public Accounting as a Certified Public Accountant in the State of Florida.

B. Preferred Qualifications:

The Contractor warrants that it meets, and will continue to maintain to the County's satisfaction, the following:

- 1) Be in good standing with the Government Finance Officers Association (GFOA), American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). Note: This preferred qualification includes the Contractor and/or its key personnel, as applicable.
- 2) Meet all appropriate guidelines for independence pursuant to Florida Statute 473.315 and Florida Administrative Order 61H1-21.001.
- 3) Assign key personnel to this audit that have successfully completed the number of required hours of continuing professional education for Certified Public Accountants engaged in governmental auditing pursuant to Florida Statute 473.312 and Government Auditing Standards (Yellow Book).
- 4) Have completed an external quality control review (peer review), without a failing score, within the past three (3) years in accordance with Generally Accepted Government Auditing Standards (GAGAS).

If Contractor requests assignment of contract pursuant to Article 19, the County will also review the following preferred qualification:

- 5) Contractor should have been engaged as the prime contractor, to provide certified public accountant services for an external governmental audit comparable in size and scope to this Segment within the last three (3) years.

3. Standard Audit Requirements**A. Financial Statements**

The examinations will be financial and compliance audits in accordance with Florida Statutes 11.45, Chapter 10.550 Rules of the Auditor General, and U.S. Office of Management and Budget (OMB) Circular A-133 in order to express opinions on the financial statements of the County Segment. The examinations should be to the extent necessary for the auditors to express opinions on the fairness with which the financial statements present the financial position, results of operations, and changes in financial position in conformity with U.S.

Appendix A

Generally Accepted Accounting Principles, the requirements of the Federal Single Audit Act of 1984, as amended, and the Florida Single Audit Act.

To this effect, the Contractor shall be familiar with the compliance requirements of any and all Federal, State, and County rules and regulations that may pertain to the work required in the engagement to include, but not limited to, the following:

1. Florida Statutes Section 11.45 and Chapter 10.550 Rules of the Auditor General
2. AICPA's Audits of State and Local Governments
3. Comptroller General of the United States Government Auditing Standards
4. Federal Single Audit Act and OMB Circular A-133
5. Florida Single Audit Act
6. Federal Grant Contract Requirements
7. State Grant Contract Requirements

The statements to be audited will be prepared by the Segment's finance unit. The Contractor shall submit any proposed adjusting journal entries to the appropriate Segment finance personnel for approval in a timely manner.

The County understands and agrees that the underlying books and records of account must be properly closed as required by Florida Statutes to maintain the independence of the auditors and allow the auditors reasonable time to meet completion deadlines.

B. Review of Internal Control

The Contractor shall conduct an evaluation of the system of internal control to assess the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations. The study of internal control should include:

- 1) Review of processes, which consist of obtaining an understanding of the organization and its prescribed procedures to serve as the basis for tests of compliance and evaluation of internal controls.
- 2) Tests of controls, which are made to provide reasonable assurance that accounting control procedures are being applied as prescribed.

C. Data Processing Review

The Contractor shall conduct a review to compare the calculating operations of the computerized systems with the desired results by tests of transactions, including a review of controls designed to assure protection of files and prevention of processing errors and a review of the data processing reports.

D. Additional Services

If services are required which are related to, but not included in the Scope of Services for annual audit services, the County may request the Contractor to provide additional services which may include, but are not limited to:

Appendix A

- 1) The preparation of special reports for financing purposes as determined by the County's Finance Director, litigation support as determined by the County Attorney, and any other special audits as deemed necessary by the County's Finance Director.
- 2) Any other additional work, such as special internal control reviews, efficiency reviews, benchmarking studies, rate matters or specialized research and training.

All additional services must be pre-approved by the County's Finance Director.

4. Water and Sewer Annual Audit Requirements

The County's Water and Sewer Segment consists of the audit of the Water and Sewer Department's financial position and results of operations for the preparation and issuance of a Comprehensive Annual Financial Report (CAFR). The Contractor shall:

- 1) Complete all audit field work by December 31 and submit required independent auditor's report to the County's Finance Department no later than January 31, to include an annual financial audit of the Miami-Dade Water and Sewer Department's financial information consisting of the Comprehensive Annual Financial Report (CAFR). The CAFR includes the basic financial statements, combining individual fund financial statements, certain required supplementary information, and certain other financial data for the department.
- 2) Submit an audit of enterprise fund information to Miami-Dade County for inclusion in the County's CAFR.
- 3) Provide an annual financial and compliance audit of all Federal and State grant-in-aid programs and loans due 30 days subsequent to the audit report but no later than June 30th in accordance with OMB Circular A-133 (including ARRA grants).
- 4) Review and approve the release of the Comprehensive Annual Financial Report (CAFR).
- 5) Submit an annual management letter within 30 days after delivery of auditor's findings in accordance with the Auditor General Rules 10.550 to make known certain recommendations of the Contractor which if implemented would, in the Contractor's opinion, increase efficiency, improve internal controls, improve management, etc.
- 6) Provide annual debt compliance letter reports.

5. Annual Audit Requirements for All Segments

The Contractor shall:

- 1) Submit 30 days prior to the commencement of each County audit an annual audit work plan which shall identify the audit schedule; the key personnel assigned to the engagement including the responsibilities and number of hours allocated to the County's audit engagement; information on certification, licensure and continuing professional education training; key tasks, audit quality control measures, and specific policies, procedures and techniques to be used for the timely completion of the audit. The work plan shall specifically address any substitution of the key personnel which were previously approved by the County to perform services for the County's audit engagement. The recommended substitute shall have the same or higher qualifications,

Appendix A

years of government experience, etc. as the personnel they are substituting for. The County reserves the right to reject or approve substitution of key personnel. (See Article 18 of the Agreement.) For the initial audit, the County will work with the Contractor to establish the timeline for that year's audit plan.

- 2) Submit to the Segment entity a management letter which shall identify control and management weaknesses observed, assess their effect on financial management and propose steps to eliminate them, for which the County shall provide responses. The Contractor shall then submit a final management letter to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners which shall include the County's responses to such findings identified by the Contractor.
- 3) Review and approve the release of the Comprehensive Annual Financial Report (CAFR) where applicable.
- 4) Provide the County with analysis of current developments of Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements.
- 5) Make available the Contractor's workpapers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations (without additional charge to the County).
- 6) Supply all necessary equipment, office supplies, computers, printers and software to conduct the onsite Segment Audit services requested herein including any broadband access equipment (e.g., "air card") that will allow connection to internet for access to Contractor's work e-mail and Virtual Private Network without reliance on, or interference with, County's own network.
- 7) Within five (5) days of completion of the final audit, deliver the final audit to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners. Additionally, the Contractor shall be liable for damages to the County if the Contractor fails to fulfill any provision of this Contract. (See Section 2-11.30 of the Miami-Dade County Code.)

6. Performance Requirements

The Contractor, in performing the Services requested herein, shall adhere to:

- 1) U.S. Generally Accepted Government Auditing Standards (GAGAS) applicable to governmental units, as promulgated by the U.S. Government Accountability Office (GAO).
- 2) Governmental standards promulgated by the Governmental Accounting Standards Board (GASB).
- 3) Federal and State Statutes, reporting requirements under the Single Audit Act of 1984 as amended, the State of Florida Single Audit Act, OMB Circular A-133 and Rules of Auditor General (Section 10.557, Florida Statutes).
- 4) U.S. Generally Accepted Accounting Principles (GAAP).

Appendix B

Price Schedule

A. ANNUAL AUDIT PRICE:

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the initial term of the Contract (not including any option to renew years) are provided below. The prices include all costs associated to provide these services.

1. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2011: \$161,500
2. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2012: \$161,500
3. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2013: \$161,500

B. ADDITIONAL SERVICES:

Occasionally, the County may require the additional services as listed in Section 3(D), Scope of Services. These additional services are related to, but not included in, providing the services in Section A above. The hourly rates by job classifications for providing any additional services for the initial term of the contract (not including any option to renew years) are provided below.

Classification	Rate Per Hour
Partner	\$250
Senior Manager	\$190
Manager	\$180
Senior	\$150
Staff	\$100
Clerical	\$35

C. OPTION TO RENEW YEARS

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the option to renew years are provided below. The prices include all costs associated to provide these services.

Appendix B

1. Price for External Independent Auditing Services for Fiscal Year**Ending September 30, 2014: \$169,575****2. Price for External Independent Auditing Services for Fiscal Year****Ending September 30, 2015: \$169,575**

The hourly rates by job classifications for providing any additional services for the option to renew years are provided below.

Classification	Rate Per Hour
Partner	\$262.50
Senior Manager	\$199.50
Manager	\$189.00
Senior	\$157.50
Staff	\$105.00
Clerical	\$36.75

Notes:

1. Notwithstanding the proposed hourly rates for Additional Services, the County reserves the right to negotiate the final pricing on a project by project basis, at the County's sole discretion.
2. The key personnel, including the Project Manager, who will be performing the auditing services in the Scope of Services will also perform the Additional Services, as needed.
3. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
4. Prices and rates for extension periods shall be at the then current prices and rates.
5. All prices and rates include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

External Independent Auditing Services
Transportation Segment
Contract No. RFP796c

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Crowe Horwath LLP, a partnership, having its principal office at 320 E. Jefferson Blvd., South Bend, IN 46601 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide external independent auditing services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 796 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated August 3, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such External Independent Audit Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), RFP No. 796 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 Crowe Horwath LLP and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- 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.

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) appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 796 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

the County's Project Manager.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall continue until the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Crowe Horwath LLP
401 E. Las Olas Blvd., Suite 1100
Ft. Lauderdale, FL 33301
Attention: Deborah P. Garringer
Phone: (954) 202-8600
Fax: (954) 202-8639
E-mail: deborah.garringer@crowehorwath.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Price Schedule, Appendix B, herein. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be as indicated in Appendix B, Price Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The County shall withhold, and payment shall not be processed for, the final 10% of the total annual price until all Work is invoiced and completed by the Contractor for that year's audit.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported

by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Finance Department
111 N.W.1st Street, Suite 2550
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5245
Fax: (305) 375-5659

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 to the extent such claims, demands, suits, causes of actions or proceedings arise out of, relate to or result 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.

Contractor's obligation to indemnify shall not extend or apply to any portion of a claim alleging that the County's financial statements are inaccurate or incomplete or were not prepared in accordance with the Generally Accepted Accounting Principles. Contractor has no obligation to indemnify the County from any portion of claims resulting from the acts or omissions committed by the County.

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Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.

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

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

OR

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

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

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

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

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

comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

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

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statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County

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

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

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, upon notification to the Contractor, 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.
- d) Contractor represents the following. Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss Verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath

International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

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.

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, except when issues out of the control of the Contractor arise, such as termination, resignation, health reasons or death. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting for.

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 AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or Contractor 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), if allowable by the other contract, that such individual or Contractor 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.
- d) 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.
- e) In the event that the County exercises its right to terminate this Agreement, 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
- f) In the event that the County exercises its right to terminate this Agreement, 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.
- g) 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 not caused by the County. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe 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

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 up to 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) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- b) 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 except for work or deliverable that was altered to the extent altered.
- 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.

ARTICLE 28. CONFIDENTIALITY

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

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.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.

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 County 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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered 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, 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 or unless required by law. 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. Venue shall be Miami-Dade County.

ARTICLE 39. PERFORMANCE WITH APPLICABLE PROFESSIONAL RULES OR STANDARDS

The parties agree that, notwithstanding anything to the contrary herein, no provision in this Agreement shall be construed to require performance inconsistent with any applicable professional rules or standards (including but not limited to Generally Accepted Government Auditing Standards, State of Florida, American Institute of Certified Public Accountants, U.S. Government Accountability Office, and U.S. Security and Exchange Commission), and no provision shall be given effect if such effect would require performance inconsistent with any applicable professional rules or standards.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of 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 41. 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: Deborah P. Garry

By: _____

Name: Crowe Horwath LLP

Name: _____

Title: Partner

Title: _____

Date: 8/25/2011

Date: _____

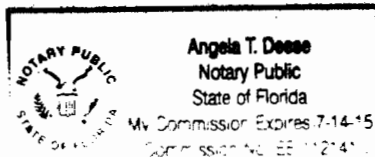
Attest: Angela T. Deese
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



Appendix A

Scope of Services**1. Background**

Miami-Dade County, hereinafter referred to as the County, is contracting for External Independent Auditing Services for the annual examination of the County's financial statements. In accordance with Section 5.03(G) of the Miami-Dade County Home Rule Amendment and Charter, the County requires the services of a Certified Public Accountant firm licensed to practice in the State of Florida to be engaged as an External Auditor for the Transportation Segment.

2. Qualifications**A. Minimum Qualification Requirement:**

The Contractor shall hold an active license and be in good standing with the State of Florida Board of Accountancy to practice Public Accounting as a Certified Public Accountant in the State of Florida.

B. Preferred Qualifications:

The Contractor warrants that it meets, and will continue to maintain to the County's satisfaction, the following:

- 1) Be in good standing with the Government Finance Officers Association (GFOA), American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). Note: This preferred qualification includes the Contractor and/or its key personnel, as applicable.
- 2) Meet all appropriate guidelines for independence pursuant to Florida Statute 473.315 and Florida Administrative Order 61H1-21.001.
- 3) Assign key personnel to this audit that have successfully completed the number of required hours of continuing professional education for Certified Public Accountants engaged in governmental auditing pursuant to Florida Statute 473.312 and Government Auditing Standards (Yellow Book).
- 4) Have completed an external quality control review (peer review), without a failing score, within the past three (3) years in accordance with Generally Accepted Government Auditing Standards (GAGAS).

If Contractor requests assignment of contract pursuant to Article 19, the County will also review the following preferred qualification:

- 5) Contractor should have been engaged as the prime contractor, to provide certified public accountant services for an external governmental audit comparable in size and scope to this Segment within the last three (3) years.

3. Standard Audit Requirements**A. Financial Statements**

The examinations will be financial and compliance audits in accordance with Florida Statutes 11.45, Chapter 10.550 Rules of the Auditor General, and U.S. Office of Management and Budget (OMB) Circular A-133 in order to express opinions on the financial statements of the County Segment. The examinations should be to the extent necessary for the auditors to express opinions on the fairness with which the financial statements present the financial position, results of operations, and changes in financial position in conformity with U.S.

Appendix A

Generally Accepted Accounting Principles, the requirements of the Federal Single Audit Act of 1984, as amended, and the Florida Single Audit Act.

To this effect, the Contractor shall be familiar with the compliance requirements of any and all Federal, State, and County rules and regulations that may pertain to the work required in the engagement to include, but not limited to, the following:

1. Florida Statutes Section 11.45 and Chapter 10.550 Rules of the Auditor General
2. AICPA's Audits of State and Local Governments
3. Comptroller General of the United States Government Auditing Standards
4. Federal Single Audit Act and OMB Circular A-133
5. Florida Single Audit Act
6. Federal Grant Contract Requirements
7. State Grant Contract Requirements

The statements to be audited will be prepared by the Segment's finance unit. The Contractor shall submit any proposed adjusting journal entries to the appropriate Segment finance personnel for approval in a timely manner.

The County understands and agrees that the underlying books and records of account must be properly closed as required by Florida Statutes to maintain the independence of the auditors and allow the auditors reasonable time to meet completion deadlines.

B. Review of Internal Control

The Contractor shall conduct an evaluation of the system of internal control to assess the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations. The study of internal control should include:

- 1) Review of processes, which consist of obtaining an understanding of the organization and its prescribed procedures to serve as the basis for tests of compliance and evaluation of internal controls.
- 2) Tests of controls, which are made to provide reasonable assurance that accounting control procedures are being applied as prescribed.

C. Data Processing Review

The Contractor shall conduct a review to compare the calculating operations of the computerized systems with the desired results by tests of transactions, including a review of controls designed to assure protection of files and prevention of processing errors and a review of the data processing reports.

D. Additional Services

If services are required which are related to, but not included in the Scope of Services for annual audit services, the County may request the Contractor to provide additional services which may include, but are not limited to:

Appendix A

- 1) The preparation of special reports for financing purposes as determined by the County's Finance Director, litigation support as determined by the County Attorney, and any other special audits as deemed necessary by the County's Finance Director.
- 2) Any other additional work, such as special internal control reviews, efficiency reviews, benchmarking studies, rate matters or specialized research and training.
- 3) Requests for additional review or levels of review from a governmental agency (not County).
- 4) One-time special requests for reviews by the County.

All additional services must be pre-approved by the County's Finance Director.

4. Transportation Segment Annual Audit Requirements

The County's Transportation Segment consists of the audit of Miami-Dade Transit (MDT) and operating fund of the Citizens' Independent Transportation Trust (CITT), resulting in combined operations for the preparation and issuance of Component Unit financial statements. The Contractor shall:

- 1) Complete all audit field work by December 31 and submit required independent auditor's report to the County's Finance Department no later than January 31, to include an annual financial audit of the combined operations of CITT and MDT, to include MDT's Operating Fund, Grant Funds, and combined financial statements.
- 2) Submit an audit of enterprise fund information to Miami-Dade County for inclusion in the County's CAFR.
- 3) Provide an annual Independent Accountant's Report on applying agreed-upon procedures as specified by the Federal Transit Administration (FTA) in the declarations section of the 2008 National Transit Database (NTD) Reporting Manual. This is a certification of the data reported for Federal Funding Allocation and describes discrepancies for any reported data that does not conform to the NTD requirements.
- 4) Provide annual financial and compliance audits of all Federal and State grant-in-aid programs and loans due 30 days subsequent to the audit report but no later than June 30th in accordance with OMB Circular A-133 (including ARRA grants).
- 5) Provide an Agreed-Upon Procedures Report on compliance with certain limitations of the State of Florida Public Transit Block Grant funds received by MDT.
- 6) Submit an annual management letter within 30 days after delivery of auditor's findings in accordance with the Auditor General Rules 10.550 to make known certain recommendations of the Contractor which if implemented would, in the Contractor's opinion, increase efficiency, improve internal controls, improve management, etc.

5. Annual Audit Requirements for All Segments

Appendix A

The Contractor shall:

- 1) Submit 30 days prior to the commencement of each County audit an annual audit work plan which shall identify the audit schedule; the key personnel assigned to the engagement including the responsibilities and number of hours allocated to the County's audit engagement; information on certification, licensure and continuing professional education training; key tasks, audit quality control measures, and specific policies, procedures and techniques to be used for the timely completion of the audit. The work plan shall specifically address any substitution of the key personnel which were previously approved by the County to perform services for the County's audit engagement. The recommended substitute shall have the same or higher qualifications, years of government experience, etc. as the personnel they are substituting for. The County reserves the right to reject or approve substitution of key personnel. (See Article 18 of the Agreement.) For the initial audit, the County will work with the Contractor to establish the timeline for that year's audit plan.
- 2) Submit to the Segment entity a management letter which shall identify control and management weaknesses observed, assess their effect on financial management and propose steps to eliminate them, for which the County shall provide responses. The Contractor shall then submit a final management letter to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners which shall include the County's responses to such findings identified by the Contractor.
- 3) Review and approve the release of the Comprehensive Annual Financial Report (CAFR) where applicable.
- 4) Provide the County with analysis of current developments of Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements.
- 5) Make available the Contractor's workpapers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations (without additional charge to the County).
- 6) Supply all necessary equipment, office supplies, computers, printers and software to conduct the onsite Segment Audit services requested herein including any broadband access equipment (e.g., "air card") that will allow connection to internet for access to Contractor's work e-mail and Virtual Private Network without reliance on, or interference with, County's own network.
- 7) Within five (5) days of completion of the final audit, deliver the final audit to the Mayor, Clerk of Circuit and County Courts, and members of the Board of County Commissioners. Additionally, the Contractor shall be liable for damages to the County if the Contractor fails to fulfill any provision of this Contract. (See Section 2-11.30 of the Miami-Dade County Code.)

6. Performance Requirements

The Contractor, in performing the Services requested herein, shall adhere to:

- 1) U.S. Generally Accepted Government Auditing Standards (GAGAS) applicable to governmental units, as promulgated by the U.S. Government Accountability Office (GAO).

Appendix A

- 2) Governmental standards promulgated by the Governmental Accounting Standards Board (GASB).
- 3) Federal and State Statutes, reporting requirements under the Single Audit Act of 1984 as amended, the State of Florida Single Audit Act, OMB Circular A-133 and Rules of Auditor General (Section 10.557, Florida Statutes).
- 4) U.S. Generally Accepted Accounting Principles (GAAP).

Appendix B

Price Schedule

A. ANNUAL AUDIT PRICE:

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the initial term of the Contract (not including any option to renew years) are provided below. The prices include all costs associated to provide these services.

1. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2011: \$105,000
2. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2012: \$105,000
3. Price for External Independent Auditing Services for Fiscal Year
Ending September 30, 2013: \$105,000

B. ADDITIONAL SERVICES:

Occasionally, the County may require the additional services as listed in Section 3(D), Scope of Services. These additional services are related to, but not included in, providing the services in Section A above. The hourly rates by job classifications for providing any additional services for the initial term of the contract (not including any option to renew years) are provided below.

Classification	Rate Per Hour
Partner	\$350
Senior Manager	\$230
Manager	\$175
Senior	\$140
Staff	\$125
Clerical	\$50

C. OPTION TO RENEW YEARS

The not-to-exceed prices for providing all External Independent Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the option to renew years are provided below. The prices include all costs associated to provide these services.

Appendix B

1. Price for External Independent Auditing Services for Fiscal Year**Ending September 30, 2014: \$108,000****2. Price for External Independent Auditing Services for Fiscal Year****Ending September 30, 2015: \$111,000**

The hourly rates by job classifications for providing any additional services for the option to renew years are provided below.

Classification	Rate Per Hour
Partner	\$360
Senior Manager	\$237
Manager	\$180
Senior	\$144
Staff	\$129
Clerical	\$51

Notes:

1. Notwithstanding the proposed hourly rates for Additional Services, the County reserves the right to negotiate the final pricing on a project by project basis, at the County's sole discretion.
2. The key personnel, including the Project Manager, who will be performing the auditing services in the Scope of Services will also perform the Additional Services, as needed.
3. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
4. Prices and rates for extension periods shall be at the then current prices and rates.
5. All prices and rates include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.

229535
Memorandum



Date: August 15, 2011

To: Honorable Carlos A. Gimenez
Mayor

Thru: Miriam Singer, CPPO *M. Singer*
Director
Department of Procurement Management

From: Rita A. Silva, CPPO *R.S.*
Procurement Contracting Manager
for
Annie Perez
Procurement Contracting Officer II
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 796, External Independent Auditing Services

The County issued a solicitation to obtain proposals from qualified firms to provide External Independent Auditing Services for the Finance Department. In accordance with Miami-Dade County Home Rule Amendment and Charter, Section 5.03(G), the County is required to engage external independent auditors for the annual examination of the County's financial statements. Under this solicitation, the County has three discrete operations that require external independent auditing as follows:

- Aviation Segment
- Water and Sewer Segment
- Transportation Segment (Segment includes Miami-Dade Transit and operating fund of the Citizens' Independent Transportation Trust)

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates:

August 2, 2011 (kick-off meeting)
August 9, 2011 (evaluation meeting)
August 10, 2011 (technical and price scoring)
August 12, 2011 (oral presentations, re-scoring and recommendation)

The Evaluation/Selection Committee Chairperson, Annie Perez, chaired the kick-off meeting and both evaluation meetings on August 9th and 10th. Ms. Perez was not in attendance at the August 12th meeting, as she was on emergency leave. In accordance with the Evaluation/Selection Committee appointment memo, the Department of Procurement Management substituted Rita A. Silva, Procurement Contracting Manager, as chairperson for the meeting to ensure the appropriate level of staffing expertise. Ms. Silva attended the first three Evaluation/Selection Committee meetings and was fully prepared to substitute and complete the evaluation process.

Verification of compliance with contract measures:

A Small Business Enterprise (SBE) 30% subcontractor goal is applicable to this solicitation. The Department of Small Business Development (see attached memo) has determined the following regarding the compliance of proposers:

AVIATION SEGMENT	
IN COMPLIANCE	NOT IN COMPLIANCE
Cherry, Bekaert & Holland, LLP	None
Clifton Gunderson, LLP	
Crowe Horwath, LLP	
KPMG, LLP	
Marcum, LLP	
Moore Stephens Lovelace, P.A.	

WATER & SEWER SEGMENT	
IN COMPLIANCE	NOT IN COMPLIANCE
Cherry, Bekaert & Holland, LLP	TCBA Watson Rice, LLP
Clifton Gunderson, LLP	
Crowe Horwath, LLP	
Marcum, LLP	
Sharpton, Brunson & Company, P.A.	

TRANSPORTATION SEGMENT	
IN COMPLIANCE	NOT IN COMPLIANCE
Clifton Gunderson, LLP	None
Crowe Horwath, LLP	
Harvey, Covington & Thomas, LLP	
Sharpton, Brunson & Company, P.A.	

Pursuant to the Department of Small Business Development memo, as the proposal from TCBA Watson Rice, LLP is not in compliance with the Small Business Enterprise Participation Provisions, the firm is not eligible to participate on this contract. Accordingly, the proposal from this firm was not evaluated by the Evaluation/Selection Committee.

Verification of compliance with minimum qualification requirements and responsiveness review:

The solicitation had minimum qualification requirements which were reviewed by the Chairperson and a Responsiveness Review Team. All proposers met the minimum qualification requirements.

Additionally, the Chairperson and Responsiveness Review Team thoroughly reviewed each proposal for compliance with the solicitation requirements. Multiple items in the proposals were highlighted and the County Attorney's Office was consulted for guidance. A request for a responsiveness determination was forwarded to the County Attorney's Office for proposals submitted by 1) Cherry, Bekaert & Holland, LLP; 2) Clifton Gunderson, LLP; 3) Crowe Horwath, LLP; 4) KPMG, LLP; 5) Moore Stephens Lovelace, P.A.; and 6) Sharpton Brunson & Company, P.A. Per the County Attorney's Office memo dated August 9, 2011 (attached hereto), the proposals submitted by the 6 firms were deemed responsive.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:

Veteran's Preference was considered in accordance with the applicable ordinance. None of the proposers qualified for the preference.

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Summary of scores:

There are three sets of scores presented below: Preliminary Technical Scores, Pre-Oral Presentations, and Post-Oral Presentations. The Evaluation/Selection Committee first evaluated and scored the technical portion of all proposals. These scores are presented in the section titled "Preliminary Technical Scores".

After the scoring of technical proposals, the price proposals were scored for the top three proposers remaining in consideration for each Segment. The technical, price and total combined scores for the top three proposers are presented in the section titled "Pre-Oral Presentations".

Oral presentations with at least three firms in each Segment, if three or more firms were deemed responsive, were required under this solicitation. The top three proposers in each Segment were invited to make an oral presentation. After the oral presentations, the Evaluation/Selection Committee re-rated the proposals. The final technical, price and total combined scores are presented below in the section titled "Post-Oral Presentations".

The preliminary technical scores for all proposals are as follows:

Preliminary Technical Scores

Aviation Segment	
Proposer	Technical Score (max. 450)
1. KPMG, LLP	439
2. Crowe Horwath, LLP	378
3. Cherry, Bekaert & Holland, LLP	372
4. Moore Stephens Lovelace, P.A.	366
5. Marcum, LLP	359
6. Clifton Gunderson, LLP	312

Water & Sewer Segment	
Proposer	Technical Score (max. 450)
1. Marcum, LLP	420
2. Cherry, Bekaert & Holland, LLP	388
3. Crowe Horwath, LLP	378
4. Sharpton, Brunson & Company, P.A.	308
5. Clifton Gunderson, LLP	300

Transportation Segment	
Proposer	Technical Score (max. 450)
1. Crowe Horwath, LLP	412
2. Harvey, Covington & Thomas of South Florida, LLC	309
3. Sharpton, Brunson & Company, P.A.	309
4. Clifton Gunderson, LLP	294

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The pre-oral presentation technical, price and total combined scores for the proposers remaining in consideration are as follows:

Pre-Oral Presentations

Aviation Segment				
Proposer	Technical Score (max. 450)	Price Score (max. 50)	Total Combined Score (max. 500)	Price/Cost Submitted (for three years)
1. KPMG, LLP	439	17	456	\$1,005,000
2. Crowe Horwath, LLP	378	19	397	\$895,000
3. Cherry, Bekaert & Holland, LLP	372	22	394	\$723,000

Water & Sewer Segment				
Proposer	Technical Score (max. 450)	Price Score (max. 50)	Total Combined Score (max. 500)	Price/Cost Submitted (for three years)
1. Marcum, LLP	420	29	449	\$516,800
2. Cherry, Bekaert & Holland, LLP	388	33	421	\$391,000
3. Crowe Horwath, LLP	378	29	407	\$462,500

Transportation Segment				
Proposer	Technical Score (max. 450)	Price Score (max. 50)	Total Combined Score (max. 500)	Price/Cost Submitted (for three years)
1. Crowe Horwath, LLP	412	26	438	\$324,000
2. Harvey, Covington & Thomas of South Florida, LLC	309	29	338	\$310,250
3. Sharpton, Brunson & Company, P.A.	309	27	336	\$306,000

The post-oral presentation final scores are as follows:

Post-Oral Presentations

<i>Aviation Segment</i>				
<i>Proposer</i>	<i>Technical Score</i> <i>(max. 450)</i>	<i>Price Score</i> <i>(max. 50)</i>	<i>Total Combined Score</i> <i>(max. 500)</i>	<i>Price/Cost Submitted</i> <i>(for three years)</i>
1. KPMG, LLP	442	34	476	\$1,005,000
2. Cherry, Bekaert & Holland, LLP	374	39	413	\$723,000
3. Crowe Horwath, LLP	379	33	412	\$895,000

<i>Water & Sewer Segment</i>				
<i>Proposer</i>	<i>Technical Score</i> <i>(max. 450)</i>	<i>Price Score</i> <i>(max. 50)</i>	<i>Total Combined Score</i> <i>(max. 500)</i>	<i>Price/Cost Submitted</i> <i>(for three years)</i>
1. Marcum, LLP	422	37	459	\$516,800
2. Cherry, Bekaert & Holland, LLP	386	43	429	\$391,000
3. Crowe Horwath, LLP	379	38	417	\$462,500

<i>Transportation Segment</i>				
<i>Proposer</i>	<i>Technical Score</i> <i>(max. 450)</i>	<i>Price Score</i> <i>(max. 50)</i>	<i>Total Combined Score</i> <i>(max. 500)</i>	<i>Price/Cost Submitted</i> <i>(for three years)</i>
1. Crowe Horwath, LLP	414	35	449	\$324,000
2. Sharpton, Brunson & Company, P.A.	291	39	330	\$306,000
3. Harvey, Covington & Thomas of South Florida, LLC	289	36	325	\$310,250

Local Preference:

Local Preference was considered in accordance with the applicable ordinance and did not affect the outcome.

Negotiations:

The Evaluation/Selection (E/S) Committee recommends that the County enter into negotiations with the highest ranked proposer for each segment as follows: KPMG, LLP (Aviation Segment), Marcum, LLP (Water & Sewer Segment), and Crowe Horwath, LLP (Transportation Segment).

The following individuals will participate in the negotiations:

Aviation Segment

Rita Silva, Procurement Contracting Manager, Department of Procurement Management
Annie Perez, Procurement Contracting Officer II, Department of Procurement Management
Blanca Padron, Controller, Finance Department
Anne Syrcle Lee, Chief Financial Officer, Miami-Dade Aviation Department

Water & Sewer Segment

Rita Silva, Procurement Contracting Manager, Department of Procurement Management
Annie Perez, Procurement Contracting Officer II, Department of Procurement Management
Blanca Padron, Controller, Finance Department
Vladimir Murad, Controller, Water & Sewer Department

Transportation Segment

Rita Silva, Procurement Contracting Manager, Department of Procurement Management
Annie Perez, Procurement Contracting Officer II, Department of Procurement Management
Blanca Padron, Controller, Finance Department

Consensus Statements:

The E/S Committee determined that the recommended proposers have the required qualifications, experience, key personnel, and technical capacity to provide external independent auditing services for the applicable segment. The recommended firms are the most qualified proposers to perform the services in their respective segments. Additional qualifications of the firms, along with the subcontractors proposed in compliance with the Small Business Enterprise (SBE) 30% subcontractor goal, are provided by segment below.

Aviation Segment

The E/S Committee recommends KPMG, LLP to provide external independent auditing services for the Aviation Segment. The firm proposed to use Verdeja & De Armas, LLP and C. Borders-Byrd CPA, LLC to fulfill the SBE subcontractor goal.

KPMG, LLP has a proven track record of performing complex, large-scale audits for Miami-Dade County, and other public entities. The references for City of Miami Beach, City of West Palm Beach and Lee County confirmed their ability to complete audits on-time, providing excellent customer service. Other audit clients in the State of Florida have included Broward, Hillsborough, Pasco, and Pinellas Counties. The firm has a high-level of commitment to quality service and responsiveness.

The firm has broad auditing knowledge base, including aviation industry experience. Their approach includes assignment of the appropriate staffing levels and experience. A reasonable amount of hours were assigned to complete the engagement. The firm has vast technical resources available which can be accessed for timely completion of the audit. KPMG, LLP has extensive governmental auditing expertise and offered a sound technical approach.

Water & Sewer Segment

The E/S Committee recommends Marcum, LLP to provide external independent auditing services for the Water & Sewer Segment. The firm proposed to use Alberni Caballero & Company, LLP to fulfill the SBE subcontractor goal.

Marcum, LLP is qualified to provide the services as evidenced by its experience. The firm has a track record of quality performance on large comparable utility audits. The references for Broward County, Florida Keys Aqueduct Authority, and City of North Miami confirmed the high quality of work and services provided. Additionally, the firm's key personnel assigned to this engagement are experienced and knowledgeable in utility related audits. The SBE subcontractor's experience includes audits of municipal water and sewer utilities.

The firm has an appropriate plan and allocated resources to meet deadlines, with additional available national resources, as needed, for the timely completion of the audit. The approach demonstrates an understanding of the number of hours needed to complete the engagement. The firm's partners will be fully accessible for continuous communication throughout the audit to meet the County's needs.

Transportation Segment

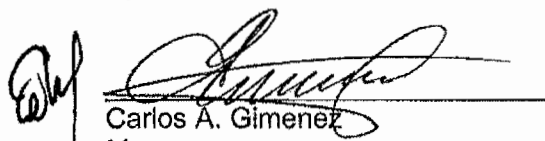
In accordance with the solicitation requirements, the E/S Committee invited three firms in this Segment to make an oral presentation. After the presentations, the E/S Committee determined that the second and third ranked firms warranted no further consideration as a prime contractor to provide the audit services.


The E/S Committee recommends Crowe Horwath, LLP to provide external independent auditing services for the Transportation Segment. The firm proposed to use Rodriguez, Trueba & Co., P.A. and Harvey, Covington & Thomas, LLC to fulfill the SBE subcontractor goal.

Crowe Horwath, LLP has the appropriate experience to complete the audit, including specialized experience with transportation audits. The references for City of Lakeland, Broward County, and Chicago Transportation Authority confirmed the quality and timely completion of the audits. This firm submitted a quality proposal with an appropriate approach to provide the services. Their key personnel have transit agency experience. The firm's depth of nationwide resources exceeds the County's needs, and will ensure timely completion of a quality audit for the Transit Segment. The response to the solicitation indicates the high quality of work by this firm.

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

Approved


Carlos A. Gimenez
Mayor


Date

Not Approved

Carlos A. Gimenez
Mayor

Date

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Memorandum



Date: August 5, 2011

To: Miriam Singer, Director
Department of Procurement Management

From: Penelope Townsley, Director
Department of Small Business Development

Subject: Project No. RFP 796
Request for Proposals External Independent Auditing Services

The Department of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise (SBE) Program Participation Provisions (Provisions). The requested services shall provide the required annual examination of the County's financial statements. In accordance with Section 5.03 (G) of the Miami-Dade County Home Rule Amendment and Charter, independent certified public accountant firms licensed to practice in the State of Florida will engage separately as External Auditors for the following discrete operations (Segment Audits) of the County: Aviation Segment Audit; Water and Sewer Segment Audit; and Transportation Segment Audit (Segment includes Miami-Dade Transit (MDT) and operating fund of the Citizen's Independent Transportation Trust Segment Audit (CITT)).

Pursuant to Section C.1. of the Provisions, "in order to participate as a SBE on this contract, a SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract". Additionally, Section D. 2.a. of the Provisions states, "bid documents to which a subcontractor goal is applied shall require Bidders to submit a completed Schedule of Intent (SOI) Affidavit (Form SBD 504) at the time of bid submission identifying all SBE(s) to be utilized to meet the subcontractor goal."

Aviation Segment Audit (30%)

The Department of Procurement Management submitted proposals from: Cherry, Bekaert & Holland, LLP (CBH); Clifton Gunderson, LLP (CG); Crowe Horwath, LLP (CH); KPMG, LLP (KPMG); Marcum, LLP and Moore Stephens Lovelace, P. A. (MSL).

The proposer(s) listed below are in compliance with the SBE Participation Provisions and are eligible to participate on this contract.

	<u>Proposer(s)</u>	<u>Compliance Status</u>
1.	Cherry, Bekaert & Holland, LLP	Compliant
2.	Clifton Gunderson, LLP	Compliant
3.	Crowe Horwath, LLP	Compliant
4.	KPMG, LLP	Compliant
5.	Marcum, LLP	Compliant
6.	Moore Stephens Lovelace, P. A.	Compliant

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Cherry, Bekaert & Holland, LLP (CBH) in its submittal, proposes to utilize Cynthia Borders-Byrd, CPA, LLP (CBB) and Sanson, Kline, Jacomino & Company (SKJ) each satisfying a 17% SBE goal measure respectively. SOI Affidavits have been executed binding CBH's commitment to CBB and SKJ. Accordingly, CBH is in compliance with the SBE Participation Provisions.

Clifton Gunderson, LLP (CG) in its submittal, proposes to utilize Milian, Swain & Associates, Inc. (MSA) to satisfy a 30% SBE goal measure. A SOI Affidavit has been executed binding CG's commitment to MSA. Accordingly, CG is in compliance with the SBE Participation Provisions.

Crowe Horwath, LLP (CH) in its submittal, indicated it would use the services of Rodriguez, Trueba & Company (RTC), Harvey, Covington and Thomas, LLC (HCT) and Susan M. Garcia, P. A. (SMG) to satisfy a 12.5%, 12.5% and 5% SBE goal measure respectively. SOI Affidavits have been executed binding CH's commitment to RTC, HCT and SMG. Accordingly, CH is in compliance with the SBE Participation Provisions.

KPMG, LLP (KPMG) in its submittal, indicated it would use the services of Cynthia Borders-Byrd, CPA, LLC (CBB) and Verdeja & De Armas, LLP (VDA) each satisfying a 15% SBE goal measure respectively. SOI Affidavits have been executed binding KPMG's commitment to CBB and VDA. Accordingly, KPMG is in compliance with the SBE Participation Provisions.

Marcum, LLP (M) in its submittal, proposes to utilize Alberni Caballero & Company, LLP (ACC) and S. Davis & Associates, P. A. (SDA) each satisfying a 15% SBE goal measure respectively. SOI Affidavits have been executed binding M's commitment to ACC and SDA. Accordingly, M is in compliance with the SBE Participation Provisions.

Moore Stephens Lovelace, P. A. (MSL) indicated it would use the services of GLSC & Company, PLLC (GLSC) and S. Davis & Associates (SDA) each satisfying a 15% SBE goal measure respectively. SOI Affidavits have been executed binding MSL's commitment to GLSC and SDA. Accordingly, MSL is in compliance with the SBE Participation Provisions.

Water and Sewer Segment (30%)

The Department of Procurement Management submitted proposals from: Cherry, Bekaert & Holland, LLP (CBH); Clifton Gunderson, LLP (CG); Crowe Horwath, LLP (CH); Marcum, LLP (M); Sharpton, Brunson & Company, P. A. (SBC); and TCBA Watson Rice, (TCBA) LLP.

The proposer(s) listed below are in compliance with the SBE Participation Provisions and are eligible to participate on this contract:

	<u>Proposer(s)</u>	<u>Compliance Status</u>
1.	Cherry, Bekaert & Holland, LLP	Compliant
2.	Crowe Horwath, LLP	Compliant
3.	Clifton Gunderson, LLP	Compliant
4.	Marcum	Compliant
5.	Sharpton, Brunson & Company, P. A.	Compliant

Cherry, Bekaert & Holland, LLP (CBH) in its submittal, proposes to utilize Cynthia Borders-Byrd, CPA, LLP (CBB) and Sanson, Kline, Jacomino & Company (SKJ) each satisfying a 17% SBE goal measure respectively. SOI Affidavits have been executed binding CBH's commitment to CBB and SKJ. Accordingly, CBH is in compliance with the SBE Participation Provisions.

Crowe Horwath, LLP (CH), in its submittal, indicated it would use the services of Gamarra & Associates, LLC (GA) and Harvey, Covington & Thomas, LLC (HCT) each satisfying a 15% SBE goal measure respectively. SOI Affidavits have been executed binding CH's commitment to GA and HCT. Accordingly, CH is in compliance with the SBE Participation Provisions.

Clifton Gunderson, LLP (CG), in its submittal, indicated it would use the services of Millian, Swain & Associates, Inc. (MSA) to satisfy a 30% SBE goal measure. A SOI Affidavit has been executed binding CG's commitment to MSA. Accordingly, CG is in compliance with the SBE Participation Provisions.

Marcum, LLP (M), in its submittal, indicated it would use the services of Alberni Caballero & Company, LLP (ACC) to satisfy a 30% SBE goal measure. A SOI Affidavit has been executed binding M's commitment to ACC. Accordingly, M is in compliance with the SBE Participation Provisions.

Sharpton, Brunson and Company (SBC), a certified Small Business Enterprise firm, in its submittal, indicated it would satisfy the SBE goal measure with its own forces. Section D.2.c. in the Participation Provisions state: "a bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce". A SOI Affidavit was submitted as required. Accordingly, SBC is in compliance with the SBE Participation Provisions.

The proposer listed below is not in compliance with the SBE Participation Provisions and is not eligible to participate on this contract:

<u>Proposer(s)</u>	<u>Compliance Status</u>
1. TCBA Watson Rice, LLP	Non Compliant

TCBA Watson Rice, LLP (TCBA), in its submittal, proposes to use the services of Watson & Company (WC) and Chen Moore & Associates (CMA) to satisfy a 25% and 5% SBE goal measure respectively. CMA is certified as a Community Business Enterprise (CBE); however, is not certified as a SBE as required. Section D.2.a in the Participation Provisions state: "The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs". Accordingly, TCBA is not in compliance with the SBE Participation Provisions.

Transportation Segment Audit (30%)

The Department of Procurement Management submitted proposals from: Crowe Horwath (CH); Clifton Gunderson, LLP (CG); Harvey, Covington & Thomas of South Florida, LLC (HCT); and Sharpton, Brunson & Company, P. A. (SBC).

The proposer(s) listed below are in compliance with the SBE Participation Provisions and are eligible to participate on this contract:

	<u>Proposer(s)</u>	<u>Compliance Status</u>
1.	Crowe Horwath, LLP	Compliant
2.	Clifton Gunderson, LLP	Compliant
3.	Harvey, Covington & Thomas, LLP	Compliant
4.	Sharpton, Brunson & Company P. A.	Compliant

Crowe Horwath, LLP (CH), in its submittal, indicated it would use the services of Harvey, Covington & Thomas, LLC (HCT) and Rodriguez, Trueba & Company (RTC) each satisfying a 15% SBE goal measure respectively. SOI Affidavits have been executed binding CH's commitment to HCT and RTC. Accordingly, CH is in compliance with the SBE Participation Provisions.

Clifton Gunderson, LLP (CG), in its submittal, indicated it would use the services of Milian, Swain & Associates, Inc. (MSA) to satisfy a 30% SBE goal measure. A SOI Affidavit has been executed binding CG's commitment to MSA. Accordingly, CG is in compliance with the SBE Participation Provisions.

Harvey, Covington & Thomas, LLC (HCT), in its submittal, indicated it would use the services of Sanson, Kline, Jacomino & Company (SKJC) and Susan Garcia, P. A. (SG) to satisfy a 15% and 5% SBE goal measure respectively. HCT, a certified SBE, indicated on its SOI Affidavit that it will perform 80% of the RFP's scope of work with its own forces, of which 10% will count towards satisfying the SBE goal measure. SOI Affidavits have been executed binding HCT's commitment to SKJC and SG. Section D.2.c. in the Participation Provisions state: "a bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce". Accordingly, HCT is in compliance with the SBE Participation Provisions.

Sharpton, Brunson and Company (SBC), a certified Small Business Enterprise firm, in its submittal, indicated it would satisfy the SBE goal measure with its own forces. Section D.2.c. in the Participation Provisions state: "a bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce". A SOI Affidavit was submitted as required. Accordingly, SBC is in compliance with the SBE Participation Provisions.

If you have any questions, please contact Albert Porter at (305) 375-3128.

- c. Amos Roundtree, DPM
- Rita Silva, DPM
- Annie Perez, DPM
- Traci Adams-Parish, SBD
- File

Date: August 9, 2011

To: Annie Perez
Department of Procurement Management

From: Oren Rosenthal
Assistant County Attorneys

Subject: Responsiveness of Proposals – RFP No. 796, External Independent Auditing Services

You have posed five questions to determine whether the proposals of Cherry, Bekaert & Holland, LLP ("Cherry"); KPMG, LLP ("KPMG"); Moore Stephens Lovelace, P.A. ("Moore"); Crowe Horwath, LLP ("Crowe"); Clifton Gunderson, LLP ("Clifton"); and Sharpton Brunson & Company, P.A. ("Sharpton") are responsive to the above referenced Request for Proposals ("RFP"). For the reasons set forth below, each of these proposers is responsive and may be evaluated for responsibility and ranked for potential award of the solicitation.

In answering these questions, we rely on the information provided in your memoranda, dated August 5, 2011 and August 8, 2011 (attached hereto), as well as the proposals from the vendors, other documents provided by the Department of Procurement Management ("DPM") regarding this solicitation, and the RFP.

QUESTIONS PRESENTED AND DISCUSSION

1. You ask whether the proposals from Cherry, KPMG and Moore are responsive because they executed an old A-1 Form which does not include the new Iran and Sudan Certification recently required by state law.

Cherry, KPMG and Moore's failure to provide the County with Iran and Sudan Certifications pursuant to Florida's new statutory requirement is a defect that may be cured prior to bid award. The Iran and Sudan Certification is the only difference between the A-1 form executed by these vendors and the A-1 form provided in the solicitation. The Florida legislature recently enacted SB 444 "Scrutinized Companies," codified as Section 287.135 of the Florida Statutes, prohibiting counties, municipalities, special districts and other subdivisions of the State of Florida from awarding contracts, or renewing existing contracts with companies on the Florida Scrutinized Companies with Activities in Sudan or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists ("Prohibited Lists"). Subsection 5 of the newly created Section 287.135 provides that a proposer may make such certification "[a]t the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract" with the municipality. (**emphasis added**). As such, the County may request that these proposers provide the required certification prior to award and, subject to the submittal of such certifications, the proposers may be awarded this solicitation. The County should also verify the status of the proposers on the Prohibited Lists as part of its responsibility review.

2. You ask whether Crowe's proposals are responsive because the proposal states: "we realize that no exceptions may be taken with regard to this section [Article 14], however, as this wording is presented, we will wish to discuss these provisions in accordance with professional standards and possible impairment of independence and in addition as a result of this section we will wish to discuss." You inquire whether this statement is inconsistent with Section 4.2 of the solicitation which provides that: "The Evaluation/Selection Committee will not consider proposals that include an exception to Article 14, Authority of the Project Manager, in the County's Form of Agreement attached herein."

Crowe's statement does not render its proposal not responsive. In general, a proposal may be rejected or disregarded if there is a variance between the proposal and the solicitation. See *Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). Proposers who propose impermissible exceptions to RFPs do so at the risk of those exceptions being deemed material to the proposal and having their proposal rejected as not responsive. "In determining whether a specific noncompliance constitutes a substantial and hence nonwaivable irregularity, the courts have applied two criteria-first, whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition." *Robinson Electric*, 417 So.2d at 1034 (citing 10 McQuillan, Municipal Corporations § 29.65 (3d Ed. rev. 1981)); *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So.2d 1190, 1129 (Fla. 2d DCA 1977) ("The test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive nature is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by other bidders").

Crowe's proffered exception is not material because, as phrased, it does not represent a condition on its offer but, rather, a request to clarify Article 14 or, at most, a unilateral request that the County consider alternate language for Article 14. Under the formulation presented by Crowe, if awarded, Crowe, like any other proposer, would still be required to comply with Article 14 of the proposed contract and may not withdraw its bid should the County decline to entertain Crowe's request. As such, this exception is immaterial and its proposal is responsive.

3. You ask whether Crowe's proposals are responsive because the proposals include a "Fee Assumption" provision as a part of Form B-1 Price Schedule. A copy of the Fee Assumption page is included herein for reference.

Crowe's submittal of a "Fee Assumption" along with its proposal is consistent with the requirements of the solicitation and does not create an illusory offer. While conditions placed upon the price offered in a proposal typically renders the proposal not responsive, Crowe's fee assumption, by its own terms, limits its conditions to only those matters outside the scope of services of the RFP. The Fee Assumption states that the price submitted to the County is for the work requested and only excludes additional work beyond the scope of services as contemplated by Section 2.3(d) of the RFP. The Selection Committee, should take these assumptions into account when it considers Crowe's price proposal in accordance with Section 4.3(A) which provides that the price evaluation of the Selection Committee shall include the "Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services."

4. You ask whether Clifton's proposals are responsive because the proposer's subcontractor to meet its 30% SBE Goal is not a licensed to practice Public Accountancy in the State of Florida pursuant to Chapter 473 of the Florida Statutes.

Clifton's proposal is responsive even though its subcontractor utilized to meet its 30% SBE Goal is not a licensed to practice Public Accountancy in the State of Florida pursuant to Chapter 473 of the Florida Statute. Clifton's proposal does not state that its subcontractor will be utilized for any of the tasks required by Florida law to be performed by an entity licensed under Chapter 473. Clifton's Schedule of Intent Affidavit indicates that the tasks which are required to be performed by a Certified Public Accountant will be performed by Clifton as the licensed prime contractor and other "accounting/auditing/budget consulting" tasks will be performed by the subcontractor. As such, this is a question of responsibility and SBD compliance rather than a question of responsiveness.

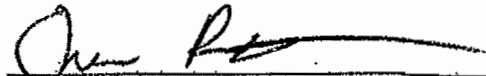
5. You ask whether Sharpton's proposal is responsive because the proposal states, "[t]his proposal is a firm and irrevocable offer for 120 days to provide services and successfully execute this engagement outlined in the RFP" in contravention of Section 1.3 of the solicitation which requires that "Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals."

Sharpton's proposal is responsive even though the proposal deviates from the language of Section 1.3. Typically, proposals are not responsive when they offer bid acceptance periods which are less than those required the solicitation. See, e.g., *Matter of Bridgewater Construction Corp.*, 1984 WL 43848 (Comp. Gen. 1984) (failure to comply with a requirement for a bid to remain open for a certain period of time "is a material requirement" which "renders a bid nonresponsive and ineligible for award"). An exception to this rule is when the solicitation "does not contain a mandatory bid acceptance period" and instead merely requests a bid acceptance period. See, e.g., *Matter of Brenner Building Maintenance Company, Inc.*, 1985 WL 53448 (Comp. Gen. 1985). In such cases "a bidder is free to offer a period less than the standard period" but "runs the risk that award will not be made during the bid guarantee acceptance period." *Id.*

Here, although the language of Section 1.3 of the RFP appears mandatory, such language, when read in conjunction with the directions of the Board, the express expected award date of the RFP, and the scope of work in the RFP should be read as merely a request and not a requirement of proposing. Initially, the RFP was issued upon the direction of the Board through Resolution R-618-11 adopted July 19, 2011. Pursuant to that directive, the County Mayor or the County Mayor's designee was directed to complete the solicitation process and bring back recommended contract awards at the "second meeting in September," less than 60 days after the August 3, 2011 proposal due date. Moreover, Section 1.1 of the RFP provides that the "Projected award date" of the solicitation will be September 2011, not a later date consistent with a 180 day bid acceptance period. Finally, Section 1.1 states that the Contract award will be for an audit of the "fiscal year ending September 30, 2011..." and the work contemplated would begin in October of 2011. As such, Section 1.3 is inconsistent with the controlling direction of the Board requiring contracts for award in the second meeting of September and work to commence in October.

As the consideration of the award will occur within 60 days this RFP must be read to fall into the exception carved out by the holding in the *Brenner* opinion. Accordingly, Sharpton's proposal is responsive if awarded within the 120 acceptance period.

Please let me know if you have any further questions.


Oren Rosenthal

Memorandum



Date: August 5, 2011

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Annie Perez *AP*
Procurement Contracting Officer II
Department of Procurement Management

Subject: Request for Legal Opinion RFP No. 796, External Independent Auditing Services

On May 3, 2011, proposals were received for RFP No. 796 and subsequently reviewed for responsiveness. The following issues were identified:

- 1) In the solicitation, the A-1 form included language regarding the Sudan Affidavit. The following proposers submitted an A-1 form that does not include the Sudan Affidavit language:
 - Cherry, Bekaert & Holland, LLP – Aviation and Water & Sewer Segments
 - KPMG, LLP – Aviation Segment
 - Moore Stephens Lovelace, P.A. – Aviation Segment
- 2) Section 4.2 of the solicitation states, "The Evaluation/Selection Committee will not consider proposals that include an exception to Article 14, Authority of the Project Manager, in the County's Form of Agreement attached herein." Additionally, the Proposer Information Documents of the solicitation for all segments state the following, "Note: There are no exceptions allowed to Article 14 of the County's Form of Agreement." In the proposals from Crowe Horwath, LLP for the Aviation, Water & Sewer, and Transportation Segments, the firm responded to this item as follows: "we realize that no exceptions may be taken with regard to this section, however, as this wording is presented, we will wish to discuss these provisions in accordance with professional standards and possible impairment of independence and in addition as a result of this section we will wish to discuss." (Note: This firm also provided this information in their proposals for multiple segments for the previous solicitation (RFP 764). The assigned Assistant County Attorney, Eddie Gonzalez, for RFP 764 was consulted on the matter and he opined that this matter should be addressed with the firm during their oral presentation.)
- 3) The firm Crowe Horwath, LLP provided in their proposals for the Aviation, Water & Sewer, and Transportation Segments, as a part of Form B-1 Price Schedule, numerous fee assumptions (copy included).

Please review these issues and advise whether the proposals for these four firms are responsive.

If you have any questions, please contact me at (305) 375-1620. Thank you for your attention to this matter.

Memorandum



Date: August 8, 2011

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Annie Perez *AP*
Procurement Contracting Officer II
Department of Procurement Management

Subject: Request for Legal Opinion RFP No. 796, External Independent Auditing Services

On May 3, 2011, proposals were received for RFP No. 796 and subsequently reviewed for responsiveness. The following issues were identified:

- 1) The firm Clifton Gunderson, LLP submitted proposals for the Aviation, Water & Sewer and Transportation Segments. The solicitation has a 30% Small Business Enterprise (SBE) Goal. In all three proposals, the firm proposed Milian Swain & Associates, Inc. as the subcontractor to fulfill the goal.

Milian Swain & Associates, Inc. does not have a license with the State of Florida Board of Accountancy to practice Public Accounting as a Certified Public Accountant in the State of Florida. Pursuant to Florida Statute 473.3101, "Each sole proprietor, partnership, corporation, limited liability company, or any other firm seeking to engage in the practice of public accounting, as defined in s. 473.302(8)(a), in this state must file an application for licensure with the department and supply the information the board requires."

- 2) In the proposal from Sharpton, Brunson & Company, P.A. for the Transportation Segment, the firm states the following in their cover letter, "This proposal is a firm and irrevocable offer for 120 days to provide services and successfully execute this engagement outlined in the RFP." Section 1.3 of the solicitation states, "Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals."

Please review these issues and advise whether the proposals for these two firms are responsive.

If you have any questions, please contact me at (305) 375-1620. Thank you for your attention to this matter.

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Pre-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	160	141	165	194	150	163
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	148	113	148	171	150	149
Proposer's approach to providing the services requested in this Solicitation		15	75	64	58	65	74	59	54
Total Technical Points (Total of technical rows)		90	450	372	312	378	439	359	366
Total Price Points		10	50	22		19	17		
TOTAL POINTS (Technical + Price)		100	500	394		397	456		
Ranking				3		2	1		

SIGNATURE:

PRINT NAME:

DATE:

Rita Silva for Annie Perez
 Chairperson

Rita Silva

8/15/2011

Reviewed By:

Pearl P. Bethel

8/15/2011

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Pre-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	20	32	38	28	28
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	20	28	32	26	28
Proposer's approach to providing the services requested in this Solicitation		15	13	10	12	14	11	11
Technical Total Points (Total of technical rows above)		90	73	50	72	84	65	67
Price Points		10	0		0	0		
TOTAL POINTS (Technical + Price)		100	73		72	84		

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Pre-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	32	32	40	31	35
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	25	16	30	35	27	26
Proposer's approach to providing the services requested in this Solicitation		15	12	10	13	15	8	8
Technical Total Points (Total of technical rows above)		90	67	58	75	90	66	69
Price Points		10	8		7	6		
TOTAL POINTS (Technical + Price)		100	75		82	96		

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Pre-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	32	29	32	38	33	35
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	29	30	35	35	34
Proposer's approach to providing the services requested in this Solicitation		15	14	13	14	15	13	14
Technical Total Points (Total of technical rows above)		90	76	71	76	88	81	83
Price Points		10	0		0	0		
TOTAL POINTS (Technical + Price)		100	76		76	88		

RFP NO. 796
EXTERNAL INDEPENDENT AUDITING SERVICES
EVALUATION OF PROPOSALS
Aviation Segment: Pre-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	35	30	34	38	29	30
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	28	23	25	34	27	26
Proposer's approach to providing the services requested in this Solicitation		15	13	12	14	15	12	11
Technical Total Points (Total of technical rows above)		90	76	65	73	87	68	67
Price Points		10	6		5	5		
TOTAL POINTS (Technical + Price)		100	82		78	92		

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Pre-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	KPMG LLP	Marcum LLP	Moore Stephens Lovelace, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	30	35	40	29	35
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	35	25	35	35	35	35
Proposer's approach to providing the services requested in this Solicitation		15	12	13	12	15	15	10
Technical Total Points (Total of technical rows above)		90	80	68	82	90	79	80
Price Points		10	8		7	6		
TOTAL POINTS (Technical + Price)		100	88		89	96		

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES
EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	143	182	129	130
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	98	164	135	127
Proposer's approach to providing the services requested in this Solicitation		15	75	53	66	45	52
Total Technical Points (Total of technical rows)		90	450	294	412	309	309
Total Price Points		10	50		26	29	27
TOTAL POINTS (Technical + Price)		100	500		438	338	336
Ranking					1	2	3

SIGNATURE:

PRINT NAME:

DATE:

Rita Silva for Annie Perez

Rita Silva

8/15/2011

Chairperson

Pearl P. Behel

8/15/2011

Reviewed by

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	20	35	15	20
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	5	30	15	17
Proposer's approach to providing the services requested in this Solicitation		15	10	13	5	10
Total Technical Points (Total of technical rows above)		90	35	78	35	47
Price Points		10		0	0	0
TOTAL POINTS (Technical + Price)		100		78	35	47

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	38	27	25
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	16	32	25	15
Proposer's approach to providing the services requested in this Solicitation		15	10	13	8	8
Total Technical Points (Total of technical rows above)		90	59	83	60	48
Price Points		10		6	7	7
TOTAL POINTS (Technical + Price)		100		89	67	55

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpston, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	35	29	30
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	29	34	33	34
Proposer's approach to providing the services requested in this Solicitation		15	13	14	14	14
Total Technical Points (Total of technical rows above)		90	72	83	76	78
Price Points		10		6	7	7
TOTAL POINTS (Technical + Price)		100		89	83	85

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	39	28	27
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	23	33	27	26
Proposer's approach to providing the services requested in this Solicitation		15	12	15	8	8
Total Technical Points (Total of technical rows above)		90	65	87	63	61
Price Points		10		6	6	4
TOTAL POINTS (Technical + Price)		100		93	69	65

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Pre-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Clifton Gunderson LLP	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	35	30	28
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	25	35	35	35
Proposer's approach to providing the services requested in this Solicitation		15	8	11	10	12
Total Technical Points (Total of technical rows above)		90	63	81	75	75
Price Points		10		8	9	9
TOTAL POINTS (Technical + Price)		100		89	84	84

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	167	133	159	184	128
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	154	109	154	170	127
Proposer's approach to providing the services requested in this Solicitation		15	75	67	58	65	66	53
Total Technical Points (Total of technical rows)		90	450	388	300	378	420	308
Total Price Points		10	50	33		29	29	
TOTAL POINTS (Technical + Price)		100	500	421		407	449	
Ranking				2		3	1	

PRINT NAME:

SIGNATURE:

Rita Silva for Annie Perez

Chairperson

Rita Silva

8/15/2011

Pearl P. Bethel

Reviewer

Pearl P. Bethel

8/15/2011

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	25	30	37	25
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	28	20	28	32	25
Proposer's approach to providing the services requested in this Solicitation		15	12	10	12	12	10
Total Technical Points (Total of technical rows above)		90	70	55	70	81	60
Price Points		10	0		0	0	
TOTAL POINTS (Technical + Price)		100	70		70	81	

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpston, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	35	25	30	39	23
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	15	27	33	15
Proposer's approach to providing the services requested in this Solicitation		15	13	10	12	14	8
Total Technical Points (Total of technical rows above)		90	78	50	69	86	46
Price Points		10	8		7	6	
TOTAL POINTS (Technical + Price)		100	86		76	92	

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	29	31	34	29
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	31	29	34	35	34
Proposer's approach to providing the services requested in this Solicitation		15	14	13	14	13	14
Total Technical Points (Total of technical rows above)		90	78	71	79	82	77
Price Points		10	9		7	8	
TOTAL POINTS (Technical + Price)		100	87		86	90	

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36	26	36	39	22
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	20	30	35	18
Proposer's approach to providing the services requested in this Solicitation		15	14	12	15	12	8
Total Technical Points (Total of technical rows above)		90	80	58	81	86	48
Price Points		10	7		8	7	
TOTAL POINTS (Technical + Price)		100	87		89	93	

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Pre-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Clifton Gunderson LLP	Crowe Horwath LLP	Marcum LLP	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	28	32	35	29
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	35	25	35	35	35
Proposer's approach to providing the services requested in this Solicitation		15	14	13	12	15	13
Total Technical Points (Total of technical rows above)		90	82	66	79	85	77
Price Points		10	9		7	8	
TOTAL POINTS (Technical + Price)		100	91		86	93	

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	161	165	196
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	149	148	172
Proposer's approach to providing the services requested in this Solicitation		15	75	64	66	74
Total Technical Points (Total of technical rows)		90	450	374	379	442
Proposer's Proposed Price Points		10	50	39	33	34
TOTAL POINTS (Technical + Price)		100	500	413	412	476
Ranking				2	3	1

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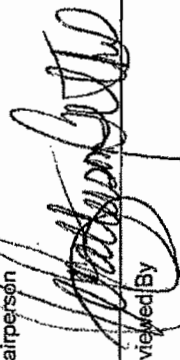
PRINT NAME:

DATE:

Rita Silva for Annie Perez

Rita Silva

8/15/2011


 Reviewed By

Panel P. Bethel

8/15/2011

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	→	40	30	32	38
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	28	32
Proposer's approach to providing the services requested in this Solicitation		15	13	13	14
Technical Total Points (Total of technical rows above)		90	73	73	84
Proposer's Proposed Price Points		10	8	6	9
TOTAL POINTS (Technical + Price)		100	81	79	93

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	32	40
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	25	30	35
Proposer's approach to providing the services requested in this Solicitation		15	12	13	15
Technical Total Points (Total of technical rows above)		90	67	75	90
Proposer's Proposed Price Points		10	8	7	6
TOTAL POINTS (Technical + Price)		100	75	82	96

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	32	32	39
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	30	35
Proposer's approach to providing the services requested in this Solicitation		15	14	14	15
Technical Total Points (Total of technical rows above)		90	76	76	89
Proposer's Proposed Price Points		10	9	8	6
TOTAL POINTS (Technical + Price)		100	85	84	95

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36	34	39
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	29	25	35
Proposer's approach to providing the services requested in this Solicitation		15	13	14	15
Technical Total Points (Total of technical rows above)		90	78	73	89
Proposer's Proposed Price Points		10	6	5	7
TOTAL POINTS (Technical + Price)		100	84	78	96

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Aviation Segment: Post-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	KPMG LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	35	40
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	35	35	35
Proposer's approach to providing the services requested in this Solicitation		15	12	12	15
Technical Total Points (Total of technical rows above)		90	80	82	90
Proposer's Proposed Price Points		10	8	7	6
TOTAL POINTS (Technical + Price)		100	88	89	96

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	165	163	184
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	154	151	170
Proposer's approach to providing the services requested in this Solicitation		15	75	67	65	68
Total Technical Points (Total of technical rows)		90	450	386	379	422
Total Price Points		10	50	43	38	37
TOTAL POINTS (Technical + Price)		100	500	429	417	459
Ranking				2	3	1

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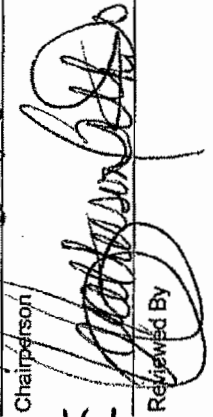
PRINT NAME:

DATE:

Pita Silva for Annie Perez

Pita Silva

8/15/2011



Chairperson



Reviewed By

8/15/2011

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30	34	37
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	28	30	32
Proposer's approach to providing the services requested in this Solicitation		15	12	12	13
Total Technical Points (Total of technical rows above)		90	70	76	82
Total Price Points		10	10	9	8
TOTAL POINTS (Technical + Price)		100	80	85	90

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	30	39
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	27	33
Proposer's approach to providing the services requested in this Solicitation		15	13	12	14
Total Technical Points (Total of technical rows above)		90	76	69	86
Total Price Points		10	8	7	6
TOTAL POINTS (Technical + Price)		100	84	76	92

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	33	34
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	31	34	35
Proposer's approach to providing the services requested in this Solicitation		15	14	14	14
Total Technical Points (Total of technical rows above)		90	78	81	83
Total Price Points		10	9	7	8
TOTAL POINTS (Technical + Price)		100	87	88	91

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36	36	39
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	30	35
Proposer's approach to providing the services requested in this Solicitation		15	14	15	12
Total Technical Points (Total of technical rows above)		90	80	81	86
Total Price Points		10	7	8	7
TOTAL POINTS (Technical + Price)		100	87	89	93

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Water & Sewer Segment: Post-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Cherry, Bekaert & Holland, LLP	Crowe Horwath LLP	Marcum LLP
	→				
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	33	30	35
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	35	30	35
Proposer's approach to providing the services requested in this Solicitation		15	14	12	15
Total Technical Points (Total of technical rows above)		90	82	72	85
Total Price Points		10	9	7	8
TOTAL POINTS (Technical + Price)		100	91	79	93

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RFP NO. 796

**EXTERNAL INDEPENDENT AUDITING SERVICES
EVALUATION OF PROPOSALS**

Transportation Segment: Post-Oral Presentations

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpston, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	→	40	200	183	127	129
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	175	164	117	112
Proposer's approach to providing the services requested in this Solicitation		15	75	67	45	50
Total Technical Points (Total of technical rows)		90	450	414	289	291
Total Price Points		10	50	35	36	39
TOTAL POINTS (Technical + Price)		100	500	449	325	330
Ranking				1	3	2

SIGNATURE:

PRINT NAME:

DATE:

Rita Silva for Annie Perez
Chairperson

Rita Silva

8/15/2011

[Signature]
Reviewed By

Pamela P. Bethel

8/15/2011

RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Post-Oral Presentations

CATHY JACKSON (AMS)

SELECTION CRITERIA	PROPOSERS →	Maximum Points	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	35	15	20
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	30	15	17
Proposer's approach to providing the services requested in this Solicitation		15	13	5	10
Total Technical Points (Total of technical rows above)		90	78	35	47
Proposer's Proposed Price Points		10	8	6	10
TOTAL POINTS (Technical + Price)		100	86	41	57

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Post-Oral Presentations

CHARLES ANDERSON (OCA)

SELECTION CRITERIA	PROPOSERS →	Maximum Points	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36	25	27
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	32	25	20
Proposer's approach to providing the services requested in this Solicitation		15	13	8	8
Total Technical Points (Total of technical rows above)		90	81	58	55
Proposer's Proposed Price Points		10	6	7	7
TOTAL POINTS (Technical + Price)		100	87	65	62

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Post-Oral Presentations

SANDRA BRIDGEMAN (MDAD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	→	40	35	29	30
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	34	20	19
Proposer's approach to providing the services requested in this Solicitation		15	14	14	14
Total Technical Points (Total of technical rows above)		90	83	63	63
Proposer's Proposed Price Points		10	7	8	9
TOTAL POINTS (Technical + Price)		100	90	71	72

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Post-Oral Presentations

BLANCA PADRON (FIN)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	39	28	27
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	33	27	26
Proposer's approach to providing the services requested in this Solicitation		15	15	8	8
Total Technical Points (Total of technical rows above)		90	87	63	61
Proposer's Proposed Price Points		10	6	6	4
TOTAL POINTS (Technical + Price)		100	93	69	65

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RFP NO. 796

EXTERNAL INDEPENDENT AUDITING SERVICES

EVALUATION OF PROPOSALS

Transportation Segment: Post-Oral Presentations

VLADIMIR MURAD (WASD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Crowe Horwath LLP	Harvey Covington & Thomas of South Florida LLC	Sharpton, Brunson & Company, P.A.
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	38	30	25
Relevant experience and qualifications of key personnel that will be assigned to this project, including experience and qualifications of subcontractors		35	35	30	30
Proposer's approach to providing the services requested in this Solicitation		15	12	10	10
Total Technical Points (Total of technical rows above)		90	85	70	65
Proposer's Proposed Price Points		10	8	9	9
TOTAL POINTS (Technical + Price)		100	93	79	74

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Memorandum



Date: July 21, 2011

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name and title in the "From" field.

Subject: Appointment of Evaluation/Selection Committee for the Finance Department Request for Proposals for External Independent Auditing Services [Three Segments: Aviation, Water and Sewer, and Transportation] – RFP No. 796

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Finance Department Request for Proposals for External Independent Auditing Services [Three Segments: Aviation, Water and Sewer, Transportation] – RFP No. 796:

Selection Committee

Annie Perez, DPM, Non-Voting Chairperson
Cathy Jackson, AMS
Charles Anderson, QCA
Sandra Bridgeman, MDAD
Blanca Padron, FN
Vladimir Murad, WASD
Kathleen Woods-Richardson, SWM (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria to make oral presentations to the full Selection Committee at a properly noticed public hearing. **This selection process is time sensitive and all selection committee members are to be available during the evaluation and negotiations process in July, August and September in order to ensure that the deadlines are met per the enclosed timeline provided to the Board.**

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the advertised document. The 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.

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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 DPM for review and consideration for further recommendation to the Board of County Commissioners.

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

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

c: Alina Hudak, County Manager
Jennifer Moon, Budget Director, OMB
Miriam Singer, Director, DPM
Carter Hammer, Director, FN
John Renfrow, Director, WASD
Jose Abreu, Director, MDAD
Kathleen Woods-Richardson, Director, SWM
Penelope Townsley, Director, SBD

Selection Committee

Annie Perez, DPM, Non-Voting Chairperson
Cathy Jackson, AMS
Charles Anderson, OCA
Sandra Bridgeman, MDAD
Blanca Padron, FIN
Vladimir Murad, WASD
Kathleen Woods-Richardson, SWM (Alternate)