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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

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

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

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. EPP-RFP9265-3/16: Disadvantaged Business Enterprise Tracking System

Resolution No. R-1087-10

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the award of this contract to provide the Miami-Dade Transit Department with an off-the-shelf Disadvantaged Business Enterprise Tracking System.

CONTRACT NO: EPP-RFP9265-3/16

CONTRACT TITLE: Disadvantaged Business Enterprise Tracking System

DESCRIPTION: To provide the Miami-Dade Transit Department (MDT) with an off-the-shelf hosted, web-based turnkey Disadvantaged Business Enterprise (DBE) Tracking System. This contract will provide MDT with licenses to a web-based software capable of tracking and maintaining DBE records, as well as streamlining and automating the reporting for both Miami-Dade County and participating contractors to maintain compliance with Federal and State requirements.

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

APPROVAL TO ADVERTISE: June 4, 2010

CONTRACT AMOUNT: $60,000 for the initial three-year term

If the County exercises the three, one-year options-to-renew, the total contract value will be $114,000.

PREVIOUS CONTRACT AMOUNT: Not Applicable

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Project Manager
Miami-Dade Transit	$60,000	MDT Operating	Cathy Lewis
Total:	**$60,000**		

Fiscal Impact: The allocation and funding source have been reviewed and approved by the Office of Strategic Business Management. There is no fiscal impact beyond what is stated in this award recommendation. Once system implementation has been completed, an annual cost of $18,000 is anticipated to maintain the hosting and web services and will be funded through the MDT Operating budget.

DPM AGENT/OFFICER: Beth Goldsmith

METHOD OF AWARD: Awarded to the recommended responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Hill International, Inc. (Local Vendor)	601 Brickell Key Drive Suite 600 Miami, FL 33131	Maurice Logue

VENDORS NOT RECOMMENDED FOR AWARD:

Early Morning Software, Inc.
(Non-local Vendor)

LCPtracker, Inc.
(Non-local Vendor)

Skyline Connections, Inc.
(Non-local Vendor)

Navigar Consulting, LLC
(Non-local Vendor)

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

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

CONTRACT MEASURES: The Review Committee of May 26, 2010, recommended a Small Business Enterprise selection factor for this contract.

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

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% program discount will be collected on all purchases where permitted by funding source.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance and did affect the outcome. Hill International Inc., a local vendor, fell within five percent of the top ranked non-local vendor, LCPtracker Inc. Hill International, Inc. is therefore recommended for award.

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor, and approval by the Citizens' Independent Transportation Trust.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

Miami-Dade Transit (MDT) is required to remain compliant with federal regulations as outlined in the FTA 49 Code of Federal Regulations (CFR) Part 26. The Federal Transit Administration (FTA) regulations require adherence to prompt payment, maintenance of a Disadvantaged Business Enterprise (DBE) bidder's list, a means to gather data to support the submission of annual goals, as well as the retention of diversity and financial information. Additionally, MDT is under a continuing obligation to accurately report DBE participation and money expended with certified firms, as well as maintain the data used to establish DBE goals. MDT requires a software system that accurately identifies the subcontractors' participation ratio on specific projects, monitors non-DBE and DBE commitments; monitors actual payments to DBE and non-DBE firms; and monitors prompt payment requirements.

A Request for Proposals (RFP) was solicited to obtain a web-based turnkey DBE Tracking System capable of automating current processes to comply with recommendations made by the FTA. The Review Team was tasked with evaluating, scoring, and ranking the proposals submitted in response to the RFP. Based on the initial evaluation, the Review Team elected to hold oral presentations with the three highest ranked proposers, LCP Tracker Inc., Hill International Inc. and Skyline Connections, Inc. Following the presentations, a final evaluation meeting was conducted with the Review Team to discuss proposers remaining in consideration and final scoring was completed. Hill International Inc., a local vendor, fell within five percent of the top ranked vendor, LCP Tracker Inc. This resulted in Hill International, Inc. becoming the recommended vendor based on local preference.

The solution proposed by Hill International Inc. will provide MDT with an all inclusive/off-the-shelf DBE Tracking System which includes the ability to monitor subcontractor participation ratios, track actual payments to DBE and non-DBE firms, oversee DBE and non-DBE commitments, monitor compliance with prompt payment requirements, and automate MDT processes to meet the requirements of the FTA policy 49 CFR Part 26. Hill International Inc. has implemented their software in entities such as New York City School Construction Authority, Wisconsin Department of Transportation and Florida Department of Transportation. The solution is highly configurable, scalable, and meets the operational and administrative needs of the department in compliance with federal regulations.

Attachments

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 4, 2010

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

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

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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(C)
11-4-10

RESOLUTION NO. R-1087-10

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH HILL INTERNATIONAL, INC. IN THE AMOUNT OF $114,000 AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. EPP-RFP9265-3/16

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Hill International, Inc., in substantially the form attached hereto and made part hereof, and authorizing the County Mayor or County Mayor's designee, to execute the same for and on behalf of Miami-Dade County, and to exercise all other rights contained therein. If additional spending authority is required, staff will present the request to the Board for approval as a contract modification.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	absent	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizen's Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

DISADVANTAGE BUSINESS ENTERPRISE (DBE) TRACKING SYSTEM

THIS SOFTWARE HOSTING, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND HILL INTERNALTIONAL, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 303 LIPPINCOTT CENTRE, MARLTON, NEW JERSEY, 08053 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

WHEREAS, the Contractor has submitted a written proposal dated June 18, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein. The Contractor has offered to provide the County with a Disadvantaged Business Enterprise Tracking System, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. EPP-RFP9265-3/16 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Disadvantaged Business Enterprise Tracking System inclusive of all hosting, access, maintenance, and technical support 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

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the Software.

1.2 "Software Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.3 "Software" shall mean the computer programs in machine readable object code form listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A "Scope of Services" may be amended from time to time by the parties in writing.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.5 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve

optimal performance of the Software.

1.6 "Support Services" shall mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities.

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 including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) County's EPP-RFP9265-3/16 including all Addendums, 3) Contractor's proposal to EPP-RFP9265-3/16 and any associated addenda and attachments thereof.

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

b) 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 implied by the Scope of Services (Appendix A) and are 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.

c) 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.

d) 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. 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 6. DELIVERY

6.1 Delivery of the DBE Software Tracking System shall be according to Appendix A "Scope of Services" and contingent upon final acceptance by the County.

6.2 Documentation. The Contractor shall provide electronic copies of the associated Software Documentation as provided by the developer of the Software to the County upon final System acceptance.

ARTICLE 7. AGREEMENT TERM

7.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and continue through the last day of the 36 month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three (3) additional one (1) year terms on an annual basis, for a maximum of three (3) years.

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

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

ARTICLE 8. HOSTING, SUPPORT, AND MAINTENANCE SERVICES

8.1 Contractor Obligations. Contractor shall provide the County with the required hosting, access, maintenance, and technical support services for the DBE Software Tracking System throughout the term of this agreement, including any options or extensions exercised by the County.

8.2 Hosting, Maintenance, Support Services. Hosting, Maintenance, and Support Services shall include but not be limited to hosting of the System, general maintenance and support activities; remedial resolution activities to resolve System issues; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation of the System.

Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the System regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

The hosting and hosting support services shall be conducted in the following manner:

a) Contractor shall offer the County all software error corrections, upgrades, patches, and fixes of the Software as they are made available by the Software developer at no additional charge as part of the annual fee paid. Updates, Upgrades and Releases to be provided hereunder will not include any enhancement or functionality that is made generally available to Contractor's other System customers where such enhancement or functionality requires a separate charge. Contractor shall notify County if Updates, Upgrades, and Releases are made available that will enhance the system or functionality and will give the County a cost estimate for estimated installation time.

b) Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.

c) Contractor shall host the DBE Software Tracking System and ensure its availability twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year including weekends and holidays, excluding periods of scheduled maintenance.

d) Contractor will provide the County with a Web-based system for tracking support requests.

8.3 Support Services and Site Maintenance. For the term of this Agreement, Contractor shall provide technical support via telephone and/or e-mail. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections. Contractor will provide after hours emergency technical support 24x7x365 via a telephone support paging system. Contractor guarantees a call-back to the County within 60 minutes of the initial after hours emergency telephone page.

8.4 For this purpose, the County will contact the Contractor and indicate the exact problem description and a classification based on the following priority levels:

The categories are Priority 1, 2, and 3 as further defined below:

"Priority 1 – Critical Business Impact Event" means the impact of the reported defect is such that the County or third party users are unable to either use the System or reasonably continue work using the System.

- Contractor shall respond to the County within one (1) hour of notification. Contractor guarantees a minimum of one-hour continuous effort on Priority 1 issues. Following the one-hour of continuous effort, Contractor will use all reasonable efforts to resolve the issue. Contractor shall use commercially reasonable efforts to resolve or reduce to Priority 2 all Priority 1 Events within eight (8) hours after notification.

"Priority 2 – Significant Business Impact Event" means important features of the System are not working properly. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.

- Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve or reduce to Priority 3 all Priority 2 Events by the close of the next business day after notification.

"Priority 3 – Some Business Impact Event" means features of the System are not working properly, but County impact is minimal loss of operational functionality but the System can still operate.

- Contractor shall maintain a response time goal of one (1) day and shall use commercially reasonable efforts to resolve the Event in a time period to be mutually agreed upon by both parties.

8.5 System Availability. Normal Service Availability Schedule (Number of hours available each day) are Twenty-Four (24) hours per day and Seven (7) days per week. The System shall be available and functioning for use as described in this Agreement 99% of the time as measured on an annual basis, measured as the Twelve (12) Months beginning each year on the anniversary date of the Final Site Approval and Acceptance. So long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with Contractor's or its Internet service provider's hardware or software), any inability on the part of County or Third Party Users to access the System as a result of a general Internet outage, the County's Internet outage or the Third Party User's Internet outage, will not be counted toward any unavailability time period. System Maintenance, as provided below, will not be counted toward any unavailability time period. Site Downtime is defined as time when the Program is unavailable to the public apart from scheduled site maintenance.

8.6 System Maintenance. Notwithstanding the foregoing, maintenance downtime (i.e., taking the System offline such that it is not accessible to the County) may be scheduled to occur between Midnight (12:00 a.m.) through 5:00 a.m., Eastern Time daily ("Daily Maintenance Window"). Contractor may from time to time also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of normal Business Hours.

Contractor will provide the County with at least 48 hours prior notice of any maintenance requiring the System to be taken offline. During the Daily Maintenance Window, Contractor may perform, without any notice to County, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder. No Twenty Four (24) hour period may exceed Five (5) hours of scheduled outage unless County approves in advance.

8.7 Payments. Any and all hosting, maintenance, and technical support services under this Agreement shall be compensated for by means of an annual subscription rate as outlined in Appendix B "Price Schedule". The fees are due for payment annually in advance upon invoicing by Contractor.

ARTICLE 9. SOFTWARE MODIFICATIONS

9.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

9.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software, and any and all Documentation relating to the Software and or enhancements/modification thereto.

9.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 10. FEES AND PAYMENT

10.1 Fixed Pricing. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

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

10.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County 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.

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

Miami-Dade County Transit Department
Attention: Accounts Payable
P. O. Box 010791
Miami, FL 33101

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

ARTICLE 11. PROTECTION OF SOFTWARE

11.1 Proprietary Information. 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.

11.2 Proprietary Rights. 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, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

b) Accordingly, neither the Contractor nor its employees, agents, subconsultants 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, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

11.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

11.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 12. CONFIDENTIALITY

12.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 if the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the

County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

12.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

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 in the course of the performance of the Agreement, 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, sub consultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

b) 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, sub consultants 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.

12.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, sub consultants 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 sub consultants 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.

12.4 Injunctive Relief. 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, sub consultants or suppliers without the prior written consent of the County.

12.5 Survival. Both parties' obligations under this Article 12 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 13. WARRANTIES

13.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

13.2 Limited Warranty. Contractor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

13.3 Limitations. Notwithstanding the warranty provisions set forth in Section 13.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 14. INDEMNIFICATION

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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

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

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

D. Professional Liability Insurance in the amount of $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

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

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 1300
MIAMI, FL 33128

ARTICLE 15. DEFAULT AND TERMINATION

15.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

a) The County may, as a further sanction, terminate or cancel any other Agreement(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.

b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement 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.

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

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

b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

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

15.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

15.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

15.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 16. NOTICES

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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Transit Department – Office of Civil Rights and Labor Relations
701 N.W. 1st Court, Suite 1700
Miami, FL 33136

Attention: Cathy Lewis, Chief
Phone: (786) 469-5486
E-mail: clewis@miamidade.gov

and to the Contract Manager:

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

Attention: Beth Goldsmith, CPPB
Phone: (305) 375-4417
Fax: (305) 375-5688
E-Mail: bgoldsm@miamidade.gov

(2) To the Contractor Project Manager

Hill International, Inc.
5000 Executive Parkway, Suite 430
San Ramon, CA 94583

Attention: Ranjit Chakravorti, Senior Vice President
Phone: (925) 913-7523
Mobile Phone: (925) 548-4255
Fax: (925) 275-9930
E-mail: ranjitchakravorti@hillintl.com

and to the Contract Manager:

Hill International, Inc.
303 Lippincott Centre
Marlton, NJ 08053

Attention: William H. Dengler, Jr., Senior Vice President and General Counsel
Fax: (856) 810-9407

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 17. NONASSIGNABILITY

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 18. INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses 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 shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General 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 sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change 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.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

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 Trust; (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; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust 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 Trust contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. COUNTY USER ACCESS PROGRAM (UAP)

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

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

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

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

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

20.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 21. VENDOR REGISTRATION AND FORMS

21.1 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*** *(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 ***Affidavit***
- 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

21.2 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 22. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 23. 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 24. 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 25. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 26. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, Contractor's liability to the County, except to the extent losses are covered by proceeds of any insurance provided pursuant to Article 14 hereof, arising out of or related to the Contractor's performance of services under this Agreement, whether based in contract, tort, strict liability or otherwise, shall not exceed in the aggregate the total value of the Agreement.. No deductions shall be made from Contractor's compensation due to any claim by others not a party to this Agreement. The provisions of this Article shall survive the expiration, cancellation or termination of this Agreement.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

Contractor	**Miami-Dade County**
By: _____	By: _____
Name: Ranjit K. Chakravorti	Name: _____
Title: Senior Vice President	Title: _____
Date: 8-9-2010	Date: _____
Attest: _____ Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
TRACEY LEIGH THEBODEAU Commission # 1769833 Notary Public - California Contra Costa County My Comm. Expires Sep 22, 2011	_____ Assistant County Attorney

Appendix A – Scope of Services

Appendix A – Scope Of Services

BACKGROUND

Miami-Dade County, as represented by the Miami-Dade Transit Department (MDT), requires a hosted, web-based, turnkey Disadvantaged Business Enterprise (DBE) Tracking System (System) capable of meeting the requirements of the Federal Transit Administration (FTA) 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall provide a DBE Tracking System that is capable of tracking and maintaining records for both the County and participating Contractors in order to comply with Federal and State requirements, and capable of automating and streamlining the monitoring and reporting requirements of MDT, specifically those required by 49 CFR Part 26.

REQUIREMENTS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the County with hosted, web-based, Software, Reporting, Customization, Training, and Data Transfer as described herein.

The Software, as provided by the Contractor, shall specifically provide the following:

- Software shall include browser-based access for unlimited administrative County users with the ability to run reports, enter data, view data input by public users, make changes and updates to settings, and control the access level of other users.
- Software shall include browser-based access for unlimited public users, such as Contractors and Subcontractors with the ability to upload or manually enter data.
- Software shall be compatible with Internet Explorer 7.0 or later and Firefox 3.6 or later.
- Software shall include a field application for the purpose of conducting site interviews that shall include a time stamp to be installed on standalone systems where internet connection is not available that will then transmit information back to the hosted services when an internet connection becomes available. The information shall be transmitted from the field application when the user logs into the system and initiates a sync.
- Software shall include a bidder's list that consists of name of the bidder, the date of submission, the project name and number, demographic information for the bidder, certification information for the bidder, and NAICS codes. The County shall be responsible for providing this information to the Contractor in a useable data format on a weekly basis
- Software shall include data input fields for all areas addressed on Federal Transit Administration (FTA) County Uniform Report of DBE Commitments/Awards and Payments.
- Software shall include data input fields for all areas addressed on Miami-Dade County Subcontractors Monthly Progress Report.
- Software shall include data input fields for all areas addressed on Department of Labor Form No. WH-347.
- Software shall track prompt payments in accordance with the Sherman S. Winn Ordinance.
- Software shall track payments made from the County to the prime contractor. The County shall be responsible for providing access to payment data to the Contractor.
- Software shall track payments made from the prime contractor to the subcontractor.
- Software shall export data in PDF, Excel, and Word format.
- Software shall allow administrative users to review violations.
- Software shall track and time stamp actions taken by public users. .
- Software shall track and time stamp actions taken by administrative users.
- Software shall require passwords for access that meet industry standards and best practices for minimum password.

The Software, as provided by the Contractor, shall include the following reports:

- Software shall include a report on prompt payments in accordance with the Sherman S. Winn Ordinance.
- Software shall include a report on payments made from the County to Contractors.
- Software shall include a report on payments made from prime contractors to the subcontractors.

- Software shall include a report on the number of violations per contractor, including the type of violations.
- Software shall include a report of the Department of Labor Form No. WH-347.
- Software shall include a report of the Miami-Dade County Subcontractors Monthly Progress.
- Software shall include a report of system access for both public and administrative users.

The Software, as provided by the Contractor, shall include the following customization:

- Software shall include a log in page with a web interface that includes the County logo. The County will provide the logo.
- Software shall provide customized notifications to public users.
- Contractor shall import and maintain prevailing wage per hour information from the Department of Labor Wage and Hour Division.
- Contractor shall import and maintain responsive wage per hour information from the Miami-Dade County Department of Small Business Development.
- Contractor shall import all information from the Florida Department of Transportation Equal Opportunity Office Unified Certification Program of existing certified DBE firms and make updates at 30 day intervals.

The Contractor shall provide training in the following manner:

- Contractor shall provide two (2), four (4) hour sessions of initial on-site training to administrative County users to include train the trainer instructions.
- Contractor shall provide three (3), three (3) hour sessions of initial on-site training to public users.
- Contractor shall provide ongoing access to web based training videos and documentation.
- Contractor shall provide interactive webinars on a quarterly basis.

The Contractor shall deliver data to the County in the following manner:

- Contractor shall provide a weekly export of MDT's secure data in a format which can be imported to Oracle 11g or Microsoft SQL Server 2008. Export shall be provided via the Contractor's secured FTP server where MDT can freely download the data via internet.
- Contractor shall make weekly updated data shall be available for download every Sunday by 12:00 a.m. Eastern Standard Time.
- Contractor shall make database data available on the FTP server for a minimum of calendar 5 business days.
- Contractor shall provide support for the data transfer/export process as per the terms outlined in Article 8.

DELIVERABLES

Phase 1: Contractor will complete requested and agreed upon customization to prepare the DBE Tracking System for go-live, including upload and populate all external data and demonstrate all reporting requirements.
Phase 2: Contractor will deploy DBE Tracking System in a test environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections.
Phase 3: Contractor will deploy DBE Tracking in production environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections. Year 1 of annual hosting, support, and maintenance will begin.
Phase 4: Contractor shall complete initial on-site administrative training.
Phase 5: Contractor shall complete initial on-site public user training.
Phase 6: Contractor will provide annual hosting, support and maintenance for Year 2.
Phase 7: Contractor will provide annual hosting, support and maintenance for Year 3.

Appendix B – Payment Schedule

Appendix B – Payment Schedule

A. PAYMENT SCHEDULE

Scheduled Payment	Total Amount Due
Phase 1	$1,920
Phase 2	$0.00
Phase 3	$18,000.00
Phase 4	$1,000.00
Phase 5	$1,000.00
Phase 6	$18,000.00
Phase 7	$18,000.00
Grand Total For the Initial Term:	**$57,920.00**

B. PRICE BREAKDOWN

I. Initial 3 Year Term Fee Schedule

DESCRIPTION	PRICE
Software Hosting, Maintenance, and Support Fees (Including hosting costs, access for County Administrative Users, access for Public Users, and Maintenance and Support of the System) *(Detailed cost breakdown below)*	$ 54,000
Software Customization/Implementation *(Detailed cost breakdown below)*	$ 1,920
Training *(Detailed cost breakdown below)*	$ 2,000

II. Cost Breakdown

PRICE BREAKDOWN FOR HOSTING, MAINTENANCE AND SUPPORT FEES	
Software Hosting, Maintenance, and Support Fees Year 1	$ 18,000
Software Hosting, Maintenance, and Support Fees Year 2	$ 18,000

Software Hosting, Maintenance, and Support Fees Year 3	$ 18,000
Total for Software Hosting, Maintenance, and Support Fees:	**$ 54,000**

PRICE BREAKDOWN FOR SOFTWARE CUSTOMIZATION/IMPLEMENTATION			
Position	Anticipated Hours	Proposed Hourly Rate	**Total** (Hours x Rate)
Configuration	16	$ 120.00	$ 1,920.00
Total for Software Customizations/Implementation:			**$ 1,920.00**

PRICE BREAKDOWN FOR TRAINING (INCLUSIVE OF TRAVEL COST)		
Description	Anticipated Hours	Cost
On-site Administrative Training	8	$1,000.00
On-site Public User Training	9	$1,000.00
Total for Training:		**$2,000.00**

III. OPTIONAL YEARS TO RENEW FEE SCHEDULE

ONGOING HOSTING, MAINTENANCE, AND SUPPORT SERVICES FEES FOR OPTION-TO-RENEW (OTR) TERMS	
Hosting, Maintenance, and Support Fees OTR Year 1	$ 18,000.00
Hosting, Maintenance, and Support Fees OTR Year 2	$ 18,000.00
Hosting, Maintenance, and Support Fees OTR Year 3	$ 18,000.00
Total for all Optional Terms to Renew:	**$ 54,000.00**

IV. ADDITIONAL SERVICES

Rates below are for personnel for any additional services requested by County which are not part of this Scope of Services (Appendix A), but may become necessary at a later time. These services shall be available to the County on as needed, when needed basis and are **NOT** part of the initial implementation of the System.

Position	Proposed Rate
Project Manager	$ 140.00 Per Hour
Programmer	$ 120.00 Per Hour
Junior Programmer	$ 80.00 Per Hour

Web Developer	$ 100.00	Per Hour
Trainer	$ 120.00	Per Hour
System Administrator	$ 110.00	Per Hour
On-Site Training (Per Day, beyond initial training)	$ 1000.00	Per Day

EXHIBIT 1

Implementation Timeline

EXHIBIT 1

Implementation Timeline

Task Description	Phase	Duration
Contractor will complete requested and agreed upon customization to prepare the DBE Tracking System for go-live, including upload and populate all external data and demonstrate all reporting requirements.	1	4 Business Weeks
Contractor will deploy DBE Tracking System in a test environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections	2	5 Business Days
Contractor will deploy DBE Tracking in production environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections.	3	2 Business days
Contractor shall complete initial on-site administrative training.	4	1 Business Day
Contractor shall complete initial on-site public user training.	5	1 Business Day
Contractor will provide annual hosting, support and maintenance for Year 2.	6	Annual
Contractor will provide annual hosting, support and maintenance for Year 3.	7	Annual

EXHIBIT 2

Deliverable Acceptance Forms

EXHIBIT 2

Deliverable Acceptance Form
Phase 1

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 1

Task Description	Phase	Duration	Resources/Staff
Contractor will complete requested and agreed upon customization to prepare the DBE Tracking System for go-live, including upload and populate all external data and demonstrate all reporting requirements.	1	4 Business Weeks	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

EXHIBIT 2

Deliverable Acceptance Form
Phase 2

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 2

Task Description	Phase	Duration	Resources/Staff
Contractor will deploy DBE Tracking System in a test environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections	2	5 Business Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

EXHIBIT 2

Deliverable Acceptance Form
Phase 3

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 3

Task Description	Phase	Duration	Resources/Staff
Contractor will deploy DBE Tracking in production environment. MDT shall review deployment, and if necessary, provide feedback for Software corrections.	3	2 Business days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

EXHIBIT 2

Deliverable Acceptance Form
Phase 4

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 4

Task Description	Phase	Duration	Resources/Staff
Contractor shall complete initial on-site administrative training.	4	1 Business Day	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Phase 5

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 5

Task Description	Phase	Duration	Resources/Staff
Contractor shall complete initial on-site public user training.	5	1 Business Day	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Phase 6

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 6

Task Description	Phase	Duration	Resources/Staff
Contractor will provide annual hosting, support and maintenance for Year 2.	6	Annual	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Phase 7

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Transit Department (MDT) and Hill International, Inc. This document constitutes full acknowledgment by the MDT acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 7

Task Description	Phase	Duration	Resources/Staff
Contractor will provide annual hosting, support and maintenance for Year 3.	7	Annual	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

2.1141

Memorandum

MIAMI-DADE COUNTY

Date: July 9, 2010

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Beth Goldsmith, CPPB
Senior Procurement Contracting Agent
Chairperson, Review Team

Subject: Report of Review Team for EPP-RFP9265-3/16: Disadvantaged Business Enterprise (DBE) Tracking System

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The Review Team has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Review Team Meeting Dates:

June 21, 2010 – Kickoff Meeting

June 24, 2010 – Evaluation Meeting

June 28, 2010 – Oral Presentation, Evaluation Meeting, and Final Scoring Session

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the Proposers who submitted responses are certified SBE firms.

Verification of compliance with minimum qualification requirements:
Five proposals were received in response to the RFP. The solicitation had minimum qualification requirements which were reviewed by the Chairperson and the County Attorney's Office. All proposals submitted were in compliance with the minimum qualification requirements and were responsive.

Summary of Scores:
The Review Team was tasked with evaluating, scoring, and ranking the five proposals submitted in reference to the Request for Proposals. Proposals were received from Early Morning Software, Inc., Hill International, Inc., LCPtracker, Inc, Navigar Consulting, LLC and Skyline Connections, Inc. After completion of a factual review of the proposals received, the Review Team conducted preliminary scoring.

Preliminary scores are as follows:

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Proposer	Evaluation Score (Max. 225 pts)	Price Score (Max. 75 pts)	Total Combined Score (Max. 300 pts)	Price Submitted
Early Morning Software, Inc.	117	46	163	$ 85,770
Hill International, Inc.	184	66	250	$ 60,240
LCPtracker, Inc	193	63	256	$ 70,000
Navigar Consulting, LLC	71	10	81	$891,900
Skyline Connections, Inc.	196	21	217	$186,820

Based on the initial evaluation, the Review Team elected to hold oral presentations to obtain clarification for submissions from the three highest ranked proposers: Hill International, Inc., LCPtracker, Inc, and Skyline Connections, Inc. Oral presentations were held June 28, 2010. Following the presentations, an evaluation meeting was conducted with the Review Team to discuss proposers remaining in consideration and final scoring was completed.

Final Scores are as follows:

Proposer	Evaluation Score (Max. 225 pts)	Price Score (Max. 75 pts)	Total Combined Score (Max. 300 pts)	Price Submitted
Hill International, Inc.	188	62	250	$ 60,240
LCPtracker, Inc.	193	64	257	$ 70,000
Skyline Connections, Inc.	172	25	197	$186,820

Local Preference:
Local Preference was applied, and did affect the outcome. Hill International Inc., a local vendor, fell within five percent of the top ranked vendor, LCPtracker Inc. This resulted in Hill International, Inc. becoming the top ranked vendor.

Negotiations:
The Review Team recommends that the County enter into negotiations with Hill International, Inc. The following individuals will participate in the negotiations:

Beth Goldsmith, Department of Procurement Management
Erigene Belony, Miami-Dade Transit Department
Martha Cox, Miami-Dade Transit Department
Cathy Lewis, Miami-Dade Transit Department
Alcides Viciedo, Miami-Dade Transit Department

Justification for Recommendation:
The Miami-Dade Transit Department (MDT) is required to remain compliant with federal regulations as outlined in the Federal Transit Administration (FTA) 49 Code of Federal Regulations (CFR) Part 26. The regulations require adherence to prompt payment, maintenance of a bidder's list, a means to gather data to support the submission of annual goals, as well as the retention of diversity and financial information. The Request for Proposals was issued in order to select a web-based Disadvantaged Business Enterprise (DBE) Tracking System capable of automating current MDT processes to meet the recommendations made by the FTA.

It is recommended that the County enter into negotiations with Hill International, Inc. The solution proposed by Hill International Inc. is capable of meeting all of the requirements outlined in the solicitation to meet the regulations outlined in 49 CFR Part 26. The Review Committee agrees that Hill International, Inc. should be recommended to proceed with negotiations for the following reasons:

- Proposed solution will automate and streamline MDTs processes to meet the requirements of the FTA 49 CFR Part 26;
- Proposed solution provides an all-in-one approach to address both public access for contractors and subcontractors, as well as administrative access for County staff;
- Proposed solution includes the ability to monitor subcontractor participation ratios, to track actual payments to DBE and non-DBE firms, to oversee DBE and non-DBE commitments, and to monitor compliance with prompt payment requirements;
- Proposed solution provides numerous reporting options that meet the current and future needs of MDT;
- Proposed solution is capable of interfacing with various commercially available accounting systems that may be utilized by County vendors to allow for ease of use on the part of contractors and subcontractors;
- Proposed solution is vendor hosted and provides redundant data backup to ensure ongoing system availability;
- Proposed solution is highly configurable and scalable to meet the current and future needs of MDT;
- Proposer is a local vendor that is capable of providing on-site support and training;
- Proposer will provide on-going access to training resources for both public users and administrative County staff;
- Proposer is capable of delivering data to MDT in several database formats to conform to MDTs current and future infrastructure.

Copies of the Evaluation Results Memo, score sheets for each Review Team member, as well as a composite score sheet are attached.

Attachment

Approved

George M. Burgess
County Manager

7/20/10
Date

Not Approved

George M. Burgess
County Manager

Date

MIAMI-DADE COUNTY, FLORIDA
Department of Procurement Management

Technical Services Division
111 NW 1st Street, Suite 1300
Miami, FL 33015
Phone: (305) 375-1436
Fax: (305) 375- 5688

Evaluation Results Memo
EPP-RFP No. 9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System

The Review Team was tasked with rating and ranking the proposals received in regard to the Disadvantaged Business Enterprise (DBE) Tracking System Request for Proposals via the Expedited Purchasing Program for the Miami-Dade Transit Department (MDT). The Review Team scoring was conclusive. The Review Team recommends that the County enter into negotiations with Hill International, Inc.

As a result of the Review Team evaluation process, it was the determined that the selected vendor should be awarded a contract for the following reasons:

- Proposed solution will automate and streamline MDTs processes to meet the requirements of the Federal Transit Administration (FTA) 49 Code of Federal Regulation (CFR) Part 26;
- Proposed solution provides an all-in-one approach to address both public access for Contractors and Subcontractors, as well as administrative access for County staff;
- Proposed solution includes the ability to monitor subcontractor participation ratios, to track actual payments to DBE and non-DBE firms, to oversee DBE and non-DBE commitments, and to monitor compliance with prompt payment requirements;
- Proposed solution provides numerous reporting options that meet the current and future needs of MDT;
- Proposed solution is capable of interfacing with numerous commercially available accounting systems that may be utilized by County vendors to allow for ease of use on the part of Contractors and Subcontractors;
- Proposed solution is vendor hosted and provides redundant data backup to ensure ongoing System availability;
- Proposed solution is highly configurable and scalable to meet the current and future needs of MDT;
- Proposer is a local vendor that is capable of providing on-site support and training;

- Proposer will provide on-going access to training resources for both public users and administrative County staff;
- Proposer is capable of delivering data to MDT in several database formats to conform to MDTs current and future infrastructure.

Beth Goldsmith
Beth Goldsmith, DPM Chairperson

Erigene Belony, Miami-Dade Transit Department

Martha S. Cox
Martha Cox, Miami-Dade Transit Department

Cathy Lewis, Miami-Dade Transit Department

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Hill International, Inc.	LCPtracker, Inc	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitiation, including implementation, training, hosting maintenance and support services. *Max Points: 75 (25 Points per 3 Members)*	67 1	66 2	60 3
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 30 (10 Points per 3 Members)*	25 2	28 1	25 2
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 120 (40 Points per 3 Members)*	96 2	99 1	87 3
TOTAL TECHNICAL POINTS (Total of Above Rows)	**188**	**193**	**172**
Proposed priced based on the overall best value to the County. *Max Points: 75 (25 Points per 3 Members)*	62	64	25
TOTAL POINTS (Total of Technical + Price)	**250** 2	**257** 1	**197** 3
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	Y	N/A	N/A

Signature: Beth Goldsmith
Chairperson
[signature]
Reviewed By

Date: 6/30/10
7/1/10

Ranking	1	2	3
Local Preference Is highest ranked local? Y / N		N	
Is firm within 5% local? Y / N	Y		
Is any firm within 5% of the highest ranked? Y / N	Y		

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Final Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Hill International, Inc.	LCPtracker, Inc	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	20	16	13
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	7	9	6
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	24	25	17
TOTAL TECHNICAL POINTS (Total of Above Rows)	51	50	36
Proposed priced based on the overall best value to the County. *Max Points: 25*	16 1	14	5
TOTAL POINTS (Total of Technical + Price)	67 1	64 2	41 3

SIGNATURE

6/28/10

Final Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Hill International, Inc.	LCPtracker, Inc	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	24	25	24
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	9	9	9
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	33	34	33
TOTAL TECHNICAL POINTS (Total of Above Rows)	66 2	68 1	66
Proposed priced based on the overall best value to the County. *Max Points: 25*	21 2	25 1	5
TOTAL POINTS (Total of Technical + Price)	87 2	93 1	71 3

SIGNATURE

6/28/2010

Total Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Hill International, Inc.	LCPtracker, Inc	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	23	25	23
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	9	10	10
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	39	40	37
TOTAL TECHNICAL POINTS (Total of Above Rows)	71 2	75 1	70
Proposed priced based on the overall best value to the County. *Max Points: 25*	25 2	25 1	15
TOTAL POINTS (Total of Technical + Price)	96 2	100 1	85

Martha L. Cox
SIGNATURE

6/28/10

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Preliminary Scores

5

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Early Morning Software, Inc.	Hill International, Inc.	LCPtracker, Inc	Navigar Consulting, LLC	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 75 (25 Points per 3 Members)*	35	66	70	24	68
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 30 (10 Points per 3 Members)*	18	24	24	9	26
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 120 (40 Points per 3 Members)*	64	94	99	38	102
TOTAL TECHNICAL POINTS (Total of Above Rows)	117	184	193	71	196
Proposed priced based on the overall best value to the County. *Max Points: 75 (25 Points per 3 Members)*	46	66	63	10	21
TOTAL POINTS (Total of Technical + Price)	163	250	256	81	217
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*					

Signature: Keith Goldsmith
Chairperson
Erick Martinez
Reviewed By

Print Name: Keith Goldsmith

Date: 6/24/10
7-1-10

Ranking	4	2	1	5	3
Local Preference					
Is highest ranked local? Y/N					
Is firm within 5% local? Y/N					
Is any firm within 5% of the highest ranked? Y/N					

Preliminary Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Early Morning Software, Inc.	Hill International, Inc.	LCPtracker, Inc	Navigar Consulting, LLC	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	12	24	25	5	24
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	5	9	9	2	9
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	17	33	34	8	33
TOTAL TECHNICAL POINTS (Total of Above Rows)	34	66 N	68 I	15	66
Proposed priced based on the overall best value to the County. *Max Points: 25*	11	21 N	25 I	0	5
TOTAL POINTS (Total of Technical + Price)	45	87 N	93 I	15	71

SIGNATURE

DATE 6/23/2010

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Preliminary Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Early Morning Software, Inc.	Hill International, Inc.	LCPtracker, Inc	Navigar Consulting, LLC	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	15	23	25	19	23
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	7	9	10	7	10
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	31	39	40	30	37
TOTAL TECHNICAL POINTS (Total of Above Rows)	53	71 N	75 1	56	70
Proposed priced based on the overall best value to the County. *Max Points: 25*	25	25 N	25 1	10	15
TOTAL POINTS (Total of Technical + Price)	78	96 N	100 1	66	85

Martha R. Cox
SIGNATURE

6/24/10
DATE

53

Preliminary Scores

EPP-RFP9265-3/16
Disadvantaged Business Enterprise (DBE) Tracking System
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Early Morning Software, Inc.	Hill International, Inc.	LCPtracker, Inc	Navigar Consulting, LLC	Skyline Connections, Inc.
Proposer's approach and methodology to providing the services requested in the Solicitation, including implementation, training, hosting maintenance and support services. *Max Points: 25*	8	19	20	0	21
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 10*	6	6	5	0	7
Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, including (A) Solution's Ease of Use (B) Solution's capability to meet operational/business needs (C) Reports. *Max Points: 40*	16	22	25	0	32
TOTAL TECHNICAL POINTS (Total of Above Rows)	30	47 N	50 N	0	60
Proposed priced based on the overall best value to the County. *Max Points: 25*	10	20 N	13 N	0	1
TOTAL POINTS (Total of Technical + Price)	40	67 N	63 N	0	61

SIGNATURE

DATE 6/24/10