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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Agenda Item No. 11(A)(7)

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

DATE: June 21, 2011

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

SUBJECT: Resolution waiving competitive bidding and implementing orders, approving contract award recommendation in the base amount of $138,000 between Olmedillo X5, Inc. and Miami-Dade County for redistricting consulting services and authorizing the County Mayor to execute an agreement for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions as well as all other rights contained therein

Resolution No. R-499-11

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

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

DATE: June 21, 2011

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

SUBJECT: Agenda Item No. 11(A)(7)

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. 11(A)(7)
6-21-11

RESOLUTION NO. R-499-11

RESOLUTION WAIVING COMPETITIVE BIDDING AND IMPLEMENTING ORDERS, APPROVING CONTRACT AWARD RECOMMENDATION IN THE BASE AMOUNT OF $138,000 BETWEEN OLMEDILLO X5, INC AND MIAMI-DADE COUNTY FOR REDISTRICTING CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AS WELL AS ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, the Board of County Commissioners is required to undertake the task of decennial redistricting in accordance with the recently released 2010 census data; and

WHEREAS, the Board desires to hire redistricting consultant services to assist in the redistricting process; and

WHEREAS, the Chairman of the Board of County Commissioners has appointed a Redistricting Subcommittee to oversee the redistricting process and make recommendations to the Board regarding redistricting consultant services, and redistricting; and

WHEREAS, the Miami-Dade County Home Rule Charter excludes contracts for professional services from those contracts requiring competitive bidding; and

WHEREAS, only two redistricting consultants submitted proposals in response to RPQ No. 777 and only one of those proposals was responsive to the RPQ; and

WHEREAS, the Redistricting Subcommittee voted to recommend waiver of the competitive process in RPQ No. 777 and review all the proposals by redistricting consultants before it; and

WHEREAS, the Redistricting Subcommittee, after hearing oral presentations from both responding consultants, recommends that the Board enter into an agreement, in substantially the form as attached hereto, with Olmedillo X5, Inc. to provide these services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that competitive bidding and any contrary provisions of any implementing order are hereby waived and this Board approves an agreement in the base amount of $138,000 with Olmedillo X5, Inc. in substantially the same form as attached hereto and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions as well as all other rights contained therein.

The Prime Sponsor of the foregoing resolution is Vice Chairwoman Audrey M. Edmonson. It was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney
to form and legal sufficiency. OR

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

Date: May 24, 2011

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

From: Audrey M. Edmonson, Chairwoman
Commission Redistricting Sub-committee

Subject: Redistricting Sub-committee Recommendation to Award Contract to Olmedillo X5, Inc. in Response to Request for Qualifications No. 777 for Commission Redistricting Consultant Services

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to Olmedillo X5, Inc. to assist the Board with the redistricting process for the Miami Dade County Commission Districts, and prepare an initial evaluation for redrawing voter precinct boundaries based on revised commission district boundaries.

As authorized in Rules of Procedure-Rule 4.01(g), Chairman Joe A. Martinez, in a March 17, 2011 memorandum to Honorable Vice Chairwoman Audrey M. Edmonson and Members of the Board of County Commission, established a Redistricting Sub-committee to oversee the redistricting process. Under this authority, the Redistricting Subcommittee is to provide recommendations to the Board of County Commissioners on matters related to amendment of Commission District Boundaries. The consultant will also prepare an initial evaluation for redrawing voter precinct boundaries based on revised commission district boundaries. Chairman Martinez' March 17, 2011 memorandum identified the members of the Redistricting Subcommittee: Commissioner Audrey M. Edmonson, Chairwoman, Commissioners Sally A. Heyman, Dennis C. Moss, Bruno A. Barrerio, and Jose "Pepe" Diaz.

Solicitation Process: On April 11, 2011, a solicitation was issued to obtain proposals from qualified firms to assist the Board with the redistricting process. On April 21, 2011, proposals were received from two companies; OlmedilloX5, Inc., and Bell David Planning Group, Inc. The proposal submitted by OlmedilloX5, Inc., was determined to be nonresponsive by the County Attorney's Office because the proposal was incomplete, differed from the request in the Request for Qualifications, and its price could not be determined. As a result, the Sub-committee was presented with three options to move forward, 1) continue the competitive process and consider the only proposal remaining from Bell David Planning Group, Inc., 2) reject all proposals, waive the competitive process and Implementing Orders, and hold oral presentations to select a Proposer for negotiation of an Agreement that would be presented to the Board, and 3) reject the proposals and re-solicit for the services. The Sub-committee decided that it would be in the best interest of the County to reject all proposals submitted, waive the competitive process and Implementing Orders, and hold oral presentations with both companies. Subjective evaluations were made of each proposal by the Sub-committee members. Although the competitive process was waived, the Sub-committee completed its review following the guidelines published in the solicitation. Accordingly, the resolution recommending the Board award a contract to the consultant, requests waiver of the competitive process and Implementing Orders.

Oral Presentations: Oral presentations were held with both companies at a publicly noted meeting of the Redistricting Sub-committee on May 4, 2011. The two companies discussed their qualifications, price offers, approach to completing the work required in the solicitation, and responded to questions from Sub-committee members.

Proposal Prices:

Company	Proposed Price
OlmedilloX5, Inc.	$138,000
Bell David Planning Group, Inc.	$259,000

Negotiations:
The Redistricting Sub-committee directed the Department of Procurement Management to negotiate a contract with OlmedilloX5, Inc., for presentation to the Board. The contract with OlmedilloX5, Inc. includes an option for the consultant to produce additional redistricting plans if requested by the County, at an additional cost of $52,500 per plan.

Consensus Statement: In reaching its determination to direct negotiations with OlmedilloX5, Inc., the Sub-committee considered the team's experience. Areas that were considered to be of value to the redistricting process included the experience of the team in that three of the four OlmedilloX5 team members were part of the team that previously performed redistricting services for the County, and the proposed price. The Subcommittee also noted that the last redistricting plan, produced substantially by members of the OlmedilloX5, Inc., met all State and Federal requirements, and withstood legal challenge.

The negotiated agreement with OlmedilloX5, Inc. is attached.

Approved

Audrey M. Edmonson, Chairwoman
Commission Redistricting Subcommittee

3/24/11
Date

Not Approved

Audrey M. Edmonson, Chairwoman
Commission Redistricting Subcommittee

Date

Contract No. 777
Commission Redistricting Consultant

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Olmedillo X5, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1450 Madruga Avenue, Suite 407, Coral Gables, Florida 33147 (hereinafter referred to as the "Consultant"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Consultant has offered to provide Commission Redistricting Consultant Services, on a non-exclusive basis, that shall conform to the Scope of Services contained herein; and,

WHEREAS, the Board of County Commission is required to undertake the task of decennial redistricting in accordance with the recently released 2010 census data; and,

WHEREAS, the County desires to procure from the Consultant such redistricting consultant 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:

County hereby agrees to pay to the Consultant for said Work, the total fixed price sum of ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS ($138,000.00) inclusive of all costs and expenses, and all supporting agreements for the Work. Additionally, the County agrees to pay the Consultant FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($52,500.00) inclusive of all costs and expenses, and all supporting agreements, per additional plan requested by the County. This sum is additional compensation paid to the Consultant for completion of an additional plan as requested by the County.

Execution

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ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services, all associated attachments, all other attachments hereto, and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Consultant" to mean Olmedillo X5, Inc. and its permitted successors and assigns.

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

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

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

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

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Consultant.

l) The word "subConsultant" or "subContractor" to mean any person, entity, firm or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of Contract with the Consultant.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Consultant in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) amendments to these terms and conditions, 2) these terms and

conditions, 3) Scope of Services, 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

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

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

e) The Consultant acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Consultant agrees to provide input on policy issues in the form of recommendations. The Consultant agrees to implement any and all changes in providing Services hereunder as a result of a policy change

implemented by the County. The Consultant agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____, shall continue through completion of the redistricting process, and expire after completion of any optional work requested by the County. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Consultant in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Consultant, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:
Director, Planning & Zoning Department
Miami-Dade County
Attention: Kimberly Brown
Phone: 305-375-4724
Fax: 305-375-2795

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Consultant

Olmedillo X5, Inc.
1450 Madruga Avenue, Suite 407
Coral Gables, FL 33146
Attention: Guillermo Olmedillo
Phone: 786-252-0381
Fax: 305-668-9891
E-mail: GUILLERMO@OLMEDILLOX5.COM

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Consultant warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Consultant deemed necessary in order to determine the price the Consultant will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of One Hundred Thirty-Eight Thousand Dollars ($138,000.00). The County shall have no obligation to pay the Consultant any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Consultant. Pricing for any additional or optional work shall be negotiated at the time the work is requested by the County, based on pricing contained in the Appendix B - Price Schedule.

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

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Consultant agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant, which are directly attributable or properly allocable to the Services, the Consultant may bill the County periodically, but not more than once per month, upon invoices certified by the Consultant pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Consultant, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Consultant. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations

shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
111 N.W. 1st Street, 11th Floor
Miami, FL 33128
Attention: Director: Director, Planning & Zoning Department

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Consultant 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 Consultant or its employees, agents, servants, partners principals or sub-Consultants. The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

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

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

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

4. Professional Liability Insurance in an amount not less than $1,000,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. 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 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Consultant shall have an additional five (5) business days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Consultant shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

a) The Consultant 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 Consultant in all aspects of the Services. At the request of the County the Consultant shall promptly remove from the project any Consultant's employee, sub-Consultant, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Consultant.

b) The Consultant 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 Consultant's personnel performing services hereunder at the behest of the County. Removal and replacement of any Consultant's personnel as used in this Article shall not require the termination and or demotion of such Consultant's personnel.

c) The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 13. INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall

at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees and agents of the County.

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

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

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

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

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

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Manager for a decision, together with all evidence and other pertinent

information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Consultant, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Consultant.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

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

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

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

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Consultant's obligations under this Agreement. All Sub-Consultants are required to protect the confidentiality of the County's and County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Sub-Consultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Sub-Consultant of its obligations under the subcontract, in the event the County finds the Consultant in

breach of its obligations, the option to pay the Sub-Consultant directly for the performance by such sub-Consultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any sub-Consultant hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

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

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

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

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Consultant.

e) In the event that the County exercises its right to terminate this Agreement, the Consultant shall, upon receipt of such notice, unless otherwise directed by the County:

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

ii. take such action as may be necessary for the protection and preservation of the

County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

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

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

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

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

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

ARTICLE 24. EVENT OF DEFAULT

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

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

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

iii. the Consultant has failed to make prompt payment to sub-Consultants or suppliers for any Services;

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

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

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

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

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with

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

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

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

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

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

c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Consultant warrants that all Deliverables furnished hereunder, including but not

limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Consultant shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the County's option to (i) modify, or require that the applicable sub-Consultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Consultant's expense, the rights provided under this Agreement to use the item(s).

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

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

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Consultant or its sub-Consultants in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Consultant or its employees, agents, sub-Consultants or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all county employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Consultant 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 Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Consultant 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-Consultant's or supplier's employees, present or former. In addition, the Consultant agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

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

ARTICLE 29. PROPRIETARY INFORMATION

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

The Consultant acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Consultant will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Consultants and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Consultants' employees with the approval of the lessor or Consultants thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Consultant will report to the County any information discovered or which is disclosed to the Consultant which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Consultant 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 Consultant hereunder or furnished by the Consultant to the County

and/or created by the Consultant for delivery to the County, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, sub-Consultants and suppliers may use only in connection of the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the County, use such documentation on any other project in which the Consultant or its employees, agents, sub-Consultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

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

c) Accordingly, neither the Consultant nor its employees, agents, sub-Consultants 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 Consultant, or any employee, agent, sub-Consultant or supplier thereof, without the prior written consent of the County, except as required for the Consultant's performance hereunder.

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

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Consultant 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 Consultant confirms its knowledge of and commitment to comply with the

following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Sub-Consultant /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 Consultant'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 Consultant'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/Consultant for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Consultant agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Consultant shall make available to the IPSIG retained by the County, all requested records and

documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees, sub-Consultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

Upon written notice to the Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change

order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub-Consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All Consultants and sub-Consultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Consultant 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 Consultant in this Agreement. This Agreement is entered into by the Consultant 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 Consultant 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 Consultant or to the best of the Consultant's knowledge any sub-Consultant or supplier to the Consultant.

c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant'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 Consultant 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 Consultant 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, Consultant shall promptly bring such information to the attention of the County's Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Consultant receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Consultant 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 Consultant 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 Consultant, 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 Consultant and its employees, agents, sub-Consultants and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Consultant has with the County, the Consultant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and

Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and sub-Consultants agree to the same restrictions and conditions that apply to the Consultant and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Consultant must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Consultant must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Consultant participation in this joint purchase portion of the UAP, however, is voluntary. The Consultant 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 Consultant 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 Consultant 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 Consultant and shall be paid by the ordering entity less the 2% UAP.

c) Consultant Compliance

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

ARTICLE 41. SURVIVAL

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

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

Consultant	Miami-Dade County
By: _____	By: _____
Name: Guillermo Olmedillo	Name: _____
Title: President	Title: _____
Date: 5/11/11	Date: _____
Attest: Maria Isabel Ospina	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board

Corporate Seal/Notary Seal

MARIA ISABEL OSPINA
MY COMMISSION #EE037401
EXPIRES: OCT 25, 2014
Bonded through 1st State Insurance

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

Appendix A
Contract No. 777

Redistricting Consultant Services
Scope Of Services

Technical: Project Scope

The Consultant shall use 2010 decennial federal census data, and all work and proposals shall conform to applicable law. The Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Public Meetings: The Consultant shall participate in redistricting meetings and discussions of appropriate boards and committees. Planned meetings would include a minimum of five (5) Redistricting Subcommittee meetings and a minimum of three (3) Board of County Commissioners hearings. The Consultant's role in the anticipated meetings is as follows:

    a. Conduct an initial kick-off session with the Redistricting Subcommittee, describe the process and legal requirements, and discuss districting principles and planned community outreach.

    b. Present results of community outreach, bloc voting analysis, and criterion used in map evaluation, including submittal requirements from members of the public to the Redistricting Subcommittee, and/or the Board of County Commissioners.

    c. Present draft and final redistricting map proposals and public input to Redistricting Subcommittee, and/or the Board of County Commissioners for consideration and approval of a final plan.

2. Community Outreach: The Consultant shall schedule, present and receive public input at community meetings located at various locations throughout Miami-Dade County. It is anticipated that thirteen (13) community meetings will be scheduled. The Consultant's tasks are detailed as follows:

    a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders' expectations, and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process. The Consultant shall provide non-English speaking support for non-English speaker inquiries.

    b. Prepare illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach;

    c. Prepare, and coordinate with County staff and the Citizens Advisory Board public notices and media releases;

d. Facilitate meetings with the Redistricting Subcommittee, and/or the Board of County Commissioners, and provide a formal presentation on the scope, purpose, process, timelines, and legal issues. The Consultant shall request input from the public and document input received.

3. Redistricting Plans: The Consultant shall create at least four (4) draft redistricting plans and up to three (3) final redistricting plans for consideration by the Redistricting Subcommittee and the Board of County Commissioners. The Consultant shall ensure that each draft and final plan has districts that comply with federal and state criteria as well as the local criteria outlined in Resolution 511-04. The Consultant shall ensure compliance with Section 2 of the Voting Rights Act including, but not limited to, testing for vote dilution and polarization. The Consultant shall:

   a. Procure and utilize ArcGIS software for the creation of the draft and final redistricting plans.

   c. Prepare up to three (3) final redistricting plans for final consideration by the Board of County Commissioners.

   d. Prepare an initial evaluation for redrawing Voter Precinct Boundaries based on revised Commission District Boundaries.

4. Bloc Voting Analysis: The Consultant shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including, but not limited to, testing for voting dilution and polarization. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the voting analysis.

5. The Consultant shall:

   a. Utilize the mapping software required by this Solicitation to develop draft maps and legal descriptions for adjustment of the County Commission District boundaries.
   b. The County requires GIS files (personal geo-database) from the Consultant that display newly defined district boundaries.
   c. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the bloc voting analysis.
   d. Timeline: The Consultant shall provide a detailed timeline for all requirements of this Scope Of Services that allows for final adoption of the revised Commission District Boundaries by **December 6, 2011**. The Consultant shall provide County staff with a bi-weekly report on the project status.

ADDITIONAL SERVICES:

The following additional services may be required of the Consultant, on an as needed basis.

- Expert Testimony: The Consultant shall provide expert technical assistance to the County in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. The Consultant shall provide expert testimony and technical services, if necessary, in state and federal court in the area of redistricting.

- The Consultant must have access to ArcGIS software. The County will provide the Consultant with one (1) license for the County-specified redistricting software for use during the course of the project. Additional licenses requested by the Consultant shall be indicated below and will be factored into the price proposal:

    - Number of additional software licenses requested: 1

- Technical services (professional services) as may be necessary for the fulfillment of the project scope. Such services shall be authorized by the County in writing.

- Additional Redistricting Plans – Scope of Services:
  In addition to the four draft redistricting plans identified in herein, may be requested by the County to provide additional redistricting plan(s). If additional redistricting plans are requested, the Consultant will be provided a Work Order prior to initiating these additional services. Required tasks are as follows:

1) Additional Redistricting Plans: The Consultant shall create one (1) additional redistricting plan for consideration by the Redistricting Subcommittee and the Board of County Commissioners. The Consultant shall ensure that the plan has districts that comply with federal and state criteria as well as the local criteria outlined in Resolution 511-04. The Consultant shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including, but not limited to, testing for voting dilution and polarization. The Consultant shall issue a report for the redistricting plan outlining the results of the voting analysis. The Consultant shall:
   2. Utilize the mapping software required by this Solicitation for the development of draft maps and legal descriptions for adjustment of the County Commission District boundaries.
   3. Provide the County with a GIS file (personal geo-database) that displays newly defined district boundaries.
   4. Issue a report outlining the results of the bloc voting analysis.
   5. Complete additional redistricting plans within sixty (60) days of Notice to Proceed.

Form B-1
Contract Price

The Consultant has agreed to the price of $138,000.00 to perform the Scope Of Services identified in Appendix A. Additional redistricting plan(s) shall be provided upon request by the County, as outlined in Appendix A and Appendix B at the price of $52,500 per plan.

Compensation for additional services requested by the County shall be as follows:

Expert Testimony:

$200.00 per/hr.	Guillermo Olmedillo
$400.00 per/hr.	Lisa Handley
$500.00 per/hr.	Wilson and Associates

Technical Services:

$80.00 per/hr.	James Barker Smith III
$500.00 per/hr.	Wilson and Associates

Consultant Signature: _____

Authorized Signature: _____

Print Name & Title: Guillermo Olmedillo, Pres.

Contract No. 777
Appendix B: Milestone Payment Schedule

Redistricting Consultant Services

Consultant Milestone Pay Schedule:

1) Project Initialization (June, 2011): 10% of Contract Sum
2) Completion of Draft Redistricting Plans (July, 2011): 20% of Contract Sum
3) Completion of Public Outreach (September, 2011): 20% of Contract Sum
4) Completion of Final Redistricting Plans (November, 2011): 25% of Contract Sum
5) Completion of Voter Precinct Evaluation (December, 2011): 5% of Contract Sum
6) Final Adoption of Commission District Boundaries (January, 2012): 20% of Contract Sum

Additional Redistricting Plans – Scope of Services:
In addition to the four draft redistricting plans identified in Appendix A: Scope of Services, the Consultant shall provide a fixed fee for additional redistricting plans as may be requested by the County. If additional redistricting plans are requested, the Consultant will be provided a Work Order prior to initiating these additional services. Required tasks are as follows:

1) Additional Redistricting Plans: The Consultant shall create one (1) additional redistricting plan for consideration by the Redistricting Subcommittee and the Board of County Commissioners. The Consultant shall ensure that the plan has districts that comply with federal and state criteria as well as the local criteria outlined in Resolution 511-04. The Consultant shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including, but not limited to, testing for voting dilution and polarization. The Consultant shall issue a report for the redistricting plan outlining the results of the voting analysis. The Consultant shall:
   a) Utilize the mapping software required by this Solicitation for the development of draft maps and legal descriptions for adjustment of the County Commission District boundaries.
   b) Provide the County with a GIS file (personal geo-database) that displays newly defined district boundaries.
   c) Issue a report outlining the results of the bloc voting analysis.
   d) Complete additional redistricting plans within sixty (60) days of Notice to Proceed.

   Fee: $52,500.00 per additional redistricting plan

   Milestone payments for each additional redistricting plan requested by the County will be as follows:

   1) Project Initialization: 10% of Fee
   2) Completion of Draft Redistricting Plans: 20% of Fee
   3) Completion of Public Outreach: 20% of Fee
   4) Completion of Final Redistricting Plans: 30% of Fee*
   5) Final Adoption of Commission District Boundaries: 20% of the Fee

   ***In the event the plan does not go to the Board of County Commission for adoption, final payment will be made at milestone four above. In this event, the milestone payment for item four will be 50% of the fee.**

Consultant	Miami-Dade County
By: _____	By: _____
Name: Guillermo Olmedillo	Name: _____
Title: President	Title: _____
Date: 5/11/11	Date: _____
Attest: Maria Isabel Ospina Corporate Secretary/Notary Public	
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
MARIA ISABEL OSPINA MY COMMISSION #EE037401 EXPIRES: OCT 25, 2014 Bonded through 1st State Insurance	_____ Assistant County Attorney