

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other

LIVING WAGE APPLIES: YES NO

Requisition/Project No: RFP851

TERM OF CONTRACT: 3 years with 3 one-year options-to-renew

Requisition/Project Title: Misdemeanor Diversion Services

Description: The State Attorney's Office, Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "SAO", with the assistance of Miami-Dade County, hereinafter referred to as the County is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Diversion Services for eligible offenders in the Criminal, Traffic, and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit. The selected Provider shall be capable and qualified to provide management, and supervision services for eligible offenders diverted from prosecution.

User Department(s): State Attorney's Office

Issuing Department: ISD/PMS

Contact Person: Pearl P. Bethel

Phone: 305-375-2102

Estimated Cost: \$0.00

Funding Source: Funded by Offenders

Revenue Generating: Partially

ANALYSIS

Commodity/Service No: <u>952-23</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

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RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: *Pearl P. Bethel*

Date to SBD: 12/20/12

Date

Returned to DPM: _____

This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR PROPOSALS (RFP) NO. 851
FOR
MISDEMEANOR DIVERSION SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at ___:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
for
State Attorney's Office of the Eleventh Judicial Circuit

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Pearl P. Bethel, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2102
E-mail: bpearl@miamidadegov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

DRAFT

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

The State Attorney's Office, Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "SAO", with the assistance of Miami-Dade County, hereinafter referred to as the County is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Diversion Services for eligible offenders in the Criminal, Traffic, and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit. The selected Provider shall be capable and qualified to provide management, and supervision services for eligible offenders diverted from prosecution.

The County anticipates awarding up to three contracts for a three year period, with three, one-year options to renew, at the SAO's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida
3. The word "Offender" to mean one that has broken a public law.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
5. The words "Diversion Program Provider" to mean private vendor(s) who supervise offenders whose cases have been screened by the SAO and diverted from prosecution, and monitors their progress during the term of diversion.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County whether directly or indirectly, on behalf of the Contractor.
9. The words "Treatment Program" to mean a course of specialized treatment, either a) required by the SAO as a condition of diversion, or b) determined to be necessary by the Diversion Program Provider (s) as a result of the offender intake and evaluation process.
10. The word "Treatment Program Provider" to mean a contract provider who provides courses and other treatment to offenders diverted from prosecution.
11. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES**2.1 Background**

The State Attorney's Office, Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "SAO", with the assistance of Miami-Dade County, hereinafter referred to as "the County", is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Diversion Services for eligible offenders in the Criminal, Traffic, and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit. The selected Provider shall be a) capable and qualified to provide management, and supervision services for eligible offenders diverted from prosecution, and b) able to manage approximately 1,400 assigned cases per month. The approximate number of cases is an estimate based on the average number of monthly intakes in calendar year 2011. The SAO makes no guarantee with respect to the actual number of assigned cases.

The Florida Legislature has long recognized the need to identify and divert some offenders to specialized programs. Chapter 948, Florida Statutes, authorizes the State Attorney's Office and selected agencies to divert appropriate first-time offenders to diversion programs. One such program is the Misdemeanor Diversion Program (the Program), which offers qualified misdemeanor offenders an alternative to formal criminal prosecution. Each participant of the program signs a contract with the State of Florida which waives their right to a speedy trial, and in which they agree to comply with the Program requirements and perform specific sanctions. Participants are normally supervised for six to twelve months depending upon the offense. In return for successful completion of the program and listed sanctions, the State agrees to drop the participant's criminal charges in that specific case, which enables the participants to avoid a conviction. All referrals to the Program must originate with a recommendation by the Office of the State Attorney.

Currently, there are four misdemeanor diversion programs: 1) Regular Misdemeanor Crimes Diversion; 2) DUI Criminal Traffic (Back on Track (BOT)); 3) Miscellaneous Criminal Traffic; and 4) Domestic Violence. The selected Provider shall provide intake, evaluation, supervision, and monitoring of offenders in these diversion programs as well as other programs that may be developed during the life of the contract. The Programs will be funded solely through the payment of fees by offenders. The Provider may not invoice the SAO or the County for any services rendered, as neither the State of Florida nor the County will pay for the operation of diversion programs operated by the Provider.

2.2 Preferred Qualification Requirement

The selected Provider shall have:

- A. A minimum of five (5) years experience in providing or operating misdemeanor diversion program services or similar related programs in the State of Florida or another similar sized jurisdiction.
- B. The financial capacity to undertake upon award all new cases assigned by the SAO until fees are paid by the assigned offenders.

2.3 Assignment of Offenders

The SAO will select up to three Providers to provide the Misdemeanor Diversion Program Services. The number of offenders assigned to each Provider will be determined solely by the SAO. There is no minimum or maximum number of offenders that will be assigned to the Providers.

During the first six months of the initial five year Contract term, the SAO will assign offenders equitably to the Providers. Thereafter as the need arises the SAO will determine the most effective and equitable method for assigning the offenders among the Providers. However, based upon, among other factors, the Providers' performance, the SAO reserves the right to adjust the number of offender assignments to attain the most advantageous results for the SAO and the offenders, in addition to developing an alternate streamlined process for assignment.

2.4 General Requirements and Services to be Provided

The selected Provider shall:

- A) Provide adequate office space within Miami-Dade County, equipment, and supplies to provide diversion services as requested herein. The SAO may visit the proposed office space prior to award of contract to ensure space is adequate to provide the required services.
- B) Comply with all federal and state laws, as well as applicable court orders, necessary to provide program services.
- C) Provide an annual financial disclosure of all owners or partial owners of the Provider's firm/entity.
- D) Provide an initial budget and financial statement showing that the Proposer has sufficient finances on hand to provide the program services for three months after contract award.
- E) Have the capability to access the internet and to electronically transmit documentation as may be required by the SAO. The Provider shall maintain a functional e-mail address with the capability of receiving attachments, and shall provide said e-mail address to the SAO.
- F) Maintain written policies and procedures that direct the operation of the misdemeanor diversion program that shall include, at a minimum, the following:
 - 1) Mission statement;
 - 2) Intake and evaluation procedure;
 - 3) Termination policy;
 - 4) Record keeping and reporting procedure;
 - 5) Fee collections and remittance procedure;
 - 6) Acceptance of indigents procedure;
 - 7) Non-discrimination policy;
 - 8) Accessibility to persons with disabilities policy; and
 - 9) Other topics that may in the future be required by the SAO.

2.5 Background Screening

- A) The selected Provider's officers, direct service personnel, or contracted personnel providing any of the required services to offenders, shall undergo a criminal background check, at the selected Provider's expense, conducted by a Professional Background Screener.
- B) A comprehensive report and analysis shall be obtained from no less than two independent databases/sources, on the nationwide criminal history of such officers, direct service personnel or contracted personnel. This background information shall be part of the background check report that shall be kept and maintained by the selected Provider and be available to law enforcement personnel upon request.
- C) Upon execution of a contract to provide the services and annually thereafter, all officers, direct service personnel employed or contracted by the selected Provider shall be required to undergo a Level 1 screening as defined in Section 435.03, Florida Statutes, as a condition of continued employment.

- D) Any subsequent arrest of selected Provider officers, direct service personnel or contracted personnel shall be reported to the selected Provider within 48 hours of such arrest. The SAO or County shall be notified within 24 hours of selected Provider's notification by personnel. Selected Provider shall notify the SAO of any officer, direct service personnel or contracted personnel convicted or found guilty, regardless of adjudication, or having entered a plea of *nolo contendere* to any felony or misdemeanor.

If any officer or employee of the selected Provider has criminal charges or warrants pending, the selected provider shall notify the SAO and specify the name of the officer/employee, charges/warrants pending, and jurisdiction. The selected Provider shall not have as an officer or employee of the firm/entity an individual under any form of community supervision, including probation or pre-trial diversion.

2.6 Services To Be Provided To Offenders

The selected Provider shall act as a liaison between the SAO and Misdemeanor Diversion Program offenders. As a liaison the selected Provider at a minimum shall: a) monitor and supervise offenders for compliance with the terms of the diversion program, and b) receive and distribute all payments paid by the offenders. In addition to the above mentioned services to be provided. The selected Provider shall:

- A) Conduct the initial screenings of offenders referred by the SAO and evaluate their needs, directing offenders to treatment programs as appropriate. The programs to which offenders are referred shall be required by the SAO or shall be based on the results of the Provider's intake evaluation and the offense for which the offender was charged. If an offender is required to attend a treatment program as a result of the intake and evaluation, the Provider must notify the SAO. As part of the intake process, the Provider shall develop a plan with the offender specifying the dates by which conditions of diversion are to be met.
- B) Schedule a minimum of one monthly face-to-face contact meeting with offenders in the Program.
- C) Regularly review offenders' progress towards meeting all conditions of diversion, and counsel offenders as to the consequences of failure to meet the conditions.
- D) Provide offenders a choice of treatment program providers. At a minimum, the selected Provider shall provide each offender with the following information for each treatment program provider:
- 1) All locations where treatment programs are offered
 - 2) The hours of operation
 - 3) The cost of each program
 - 4) Whether bilingual program staff is available at the location
- E) Ensure payments are received for all fees, required to be paid by the offender as a condition of diversion.
- F) Have, either on staff or on call, bilingual interpreters with verbal proficiency in Haitian Creole and Spanish, to assist offenders in understanding and meeting the conditions of their participation in diversion programs.
- G) Have flexible hours of operation, to include evenings, weekends, and holidays.

- H) Assist offenders in availing themselves of the full array of social services offered in the County, including employment placement, job training, substance abuse treatment, individual counseling, medical treatment, and similar services.
- I) Provide job placement services to unemployed or underemployed offenders. The selected Provider shall maintain accurate records that reflect:
 - 1) name and number of offenders who were unemployed/underemployed at the time of entry into the program, and
 - 2) name and number of offenders who were placed into employment during the duration of the program.
- J) The selected Provider shall encourage unemployed/underemployed offenders to improve their employability skills by recommending and assisting offenders in obtaining further schooling or job/technical training.
- K) Refer offenders to the SAO Community Outreach Unit (COD) for advice and counseling regarding the sealing and expunging of records. The role of the COD is to create better understanding that the role of the Office of the State Attorney is one of "doing justice." The State Attorney employs a two-pronged approach to crime-fighting and community safety. The first, and most traditional, prong is to remove dangerous criminals from our community; the second prong is to give everyone who is legally entitled to a chance at a better life the opportunity to do just that. The Florida Legislature has determined who is entitled to a sealing or expungement of their criminal record. Toward that end COD travels into the community to set up one-stop sealing and expungement workshops where thousands have been able to have their records sealed at no cost other than the FDLE filing fee.

2.7 Services Required by the SAO and the County

The selected Provider shall:

- A) Maintain trained personnel capable of providing proper liaison assistance with the SAO.
- B) Maintain case records of each offender for at least five (5) years following termination of offender's participation in the Program.
- C) Designate a dedicated individual to respond to day-to-day matters. This individual shall be readily accessible to the SAO and the County, and shall be responsible for coordinating the resolution of issues that may arise.
- D) Follow-up and enforce all conditions of program participation. Priority shall be placed on offenders' timely payment of restitution. Any waiver by the SAO of any condition of diversion shall be noted in the offenders' case file.
- E) Monitor all offenders on a regular basis for subsequent arrests and violations of the conditions of diversion and report such arrests/violations to the SAO within 15 business days from the creation of the arrest record.
- F) File a Revoke/Non-Completion memorandum with the SAO recommending termination from program participation in the following circumstances:
 - 1) The direct violation of a court-ordered condition of program participation, except when non-payment of non-restitution fees is the sole violation.
 - 2) The re-arrest of an offender.

- 3) The failure of an offender to comply with terms and conditions of diversion, except when non-payment of non-restitution fees is the sole failure to comply.
- 4) The repeated failure of an offender to respond to written warnings notifying the offender of potential violations (e.g., group or class attendance, failure to report etc.).

2.8 Fees

The following fees are required to be paid by the offender and collected and distributed by the selected Provider.

The selected Provider shall collect the fees as outlined below:

- 1) Cost of Diversion: \$250 distributed to the Provider supervising the offender. The Cost of Diversion will be \$225 for eligible offenders who agree to program participation prior to arraignment.
 - 2) Treatment Program Fee: Amount to be determined by, and distributed to the Treatment Program Provider.
 - 3) Restitution: An amount determined by the SAO or ordered by the Court to be distributed to victims of the offender
 - 4) Denise Moon Fund: An amount determined by the SAO
 - 5) Case Processing Fee: \$50 to the SAO
 - 6) Case Processing Fee: \$25 to the Clerk of Court
- A) The selected Provider may waive or reduce fees for indigent offenders or offenders on any type of public assistance, except that the amount of restitution may not be waived or reduced without the concurrence of the SAO. If total fees are reduced, the amount for each specific fee in section 2.8 (except restitution) shall be reduced proportionally. The inability of an offender to pay shall not be a considered reason for denial of services to said offender, nor shall the inability of an offender to pay program fees be the sole reason for revocation of diversionary status. However, failure to pay restitution may be used as the sole reason for revocation of diversionary status. The selected Provider shall obtain written concurrence from the SAO to transfer uncollectible balances to a collection agency.
- B) The selected Provider shall distribute funds to recipients of those funds delineated above. Partial payments from offenders may be accepted, provided that monthly payments may be no less than the total amount owed divided by the length of the program in months and shall be distributed to each recipient in proportion to what they are owed compared to the total owed.
- C) The selected Provider shall be responsible for insufficient fund checks and charge backs.
- D) The selected Provider shall locate all victims and distribute restitution payments.
- E) The selected Provider shall adequately document efforts to locate victims. In cases in which victims cannot be located:
- 1) Funds shall be placed in an interest bearing account
 - 2) One year after the final offender restitution payment is made, the selected Provider, with the concurrence of the SAO, may distribute unclaimed restitution payments with accumulated interest to the Denise Moon Fund.
- F) The selected Provider shall provide the following minimum internal control procedures:
- 1) Pre-numbered receipts for offenders and required supporting documentation.
 - 2) An automated accounting system in compliance with generally accepted accounting standards.

- 3) Daily reconciliation of receipts and distributions.
- 4) Policies and procedures that are in compliance with the Payment Card Industry (PCI), data security requirements when accepting credit card payments.
- 5) Have designated personnel to accept payments.
- 6) Contract with a Certified Public Accounting firm to perform annual financial reviews and testing of internal controls at the Program Provider's expense.

2.9 Records and Reports

The selected Provider shall:

- A) Provide the SAO with a monthly report that shall include a summary of offenders in a format to be specified by the SAO with the following information:
 - 1) Offender's name and address
 - 2) Court case number(s)/Citation number(s), including incident dates
 - 3) Charge description(s)
 - 4) Duration of diversion program
 - 5) Anticipated date of program completion
 - 6) Last date of contact
 - 7) Fees imposed, paid and due
 - 8) Restitution, paid and due
 - 9) Offender making progress in complying with conditions of diversion (Yes/No)
- B) Make provisions to ensure that all records of the selected Provider shall be open to inspection upon the request of the County or the SAO.
- C) Starting with the second calendar year of the contract, annually select a cohort comprised of a minimum of 40 offenders from the previous calendar year (unless the SAO approves a lower number) who successfully completed their diversion. The selected Provider shall quarterly review and provide a report to the SAO in a format to be specified by the SAO indicating whether the selected offenders have been rearrested. Each annual cohort shall be tracked for a minimum of three (3) years.
- D) Provide to the County and the SAO an annual financial audit by a Certified Public Accountant paid for by the selected Provider, to include a listing of offenders who have exited the program showing the status of payments assessed and made.
- E) Annually, within 10 working days of March 31, June 30, September 30, and December 31, provide the SAO with a report in a format to be specified by the SAO containing the following information:
 - 1) The number of unsuccessful terminations from the program during the preceding quarter and cumulative unsuccessful terminations during the calendar year.
 - 2) The number of successful terminations from the program during the preceding quarter and cumulative successful terminations during the calendar year.
 - 3) The total amount of restitution ordered for offenders assigned to the selected Provider.
 - 4) The total amount of restitution collected from offenders assigned to the selected Provider
 - 5) The total amount of restitution distributed to victims from offenders assigned to the selected Provider.
 - 6) The total amount of fees (exclusive of restitution payments) by specific type ordered for offenders assigned to the selected Provider.
 - 7) The total amount of fees (exclusive of restitution payments) by specific type collected from offenders assigned to the selected Provider.

F) Provide other reports as may be requested by the SAO.

2.10 Evaluation

The SAO will conduct an annual evaluation of the performance of the selected Provider. At a minimum, unsatisfactory evaluations will require a corrective course of action by the selected Provider, and may result in termination of the contract or form the basis for non-renewal of option years.

If the SAO requires a corrective course of action as a result of the annual evaluation, and the selected Provider cannot or will not comply, the contract may be terminated in accordance with Article 24 of the contract.

2.11 Failure to Provide Additional Requested Service

The selected Provider shall provide additional services when requested by the SAO. However, if the selected Provider is unable to provide the service requested, the selected Provider shall notify SAO immediately verbally and in writing with a detailed explanation of the reason for the inability to provide the requested services within 24 hours of the request. If the selected Provider refuses to accept the additional requested service, the selected Provider may forfeit their rights under the contract issued as a result of the RFP, and may be considered in default in accordance with Article 24 of the contract.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate SAO personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past Performance	35
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this	30

project, and experience and qualifications of subcontractors

- | | |
|---|----|
| 3. Proposer's approach to providing the services requested in this Solicitation | 25 |
| 4. Proposer's financial capability | 10 |

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

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

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The SAO may award a contract on the basis of initial offers received, without discussions. Negotiations are not anticipated. Therefore, each initial offer should contain the Proposer's best terms.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the SAO or designee with their recommendation. The SAO or designee will determine with which Proposer(s) the SAO shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the SAO or designee may direct negotiations with the highest ranked Proposer(s), negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the SAO and said Proposer cannot reach agreement on a contract, the SAO reserves the right to terminate negotiations and may, at the SAO's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the SAO has been executed or all proposals are rejected. No Proposer shall have any rights against the SAO arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the SAO:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the SAO or designee for approval. All Proposers will be notified in writing when the SAO or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposers whose proposals shall be deemed by the SAO to be in the best interest of the SAO. Notwithstanding the rights of protest listed below, the SAO's decision of whether to make the award and to which Proposer shall be final.

4.9 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidadecounty.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package

DRAFT

(This is the form of agreement the SAO anticipates awarding to the selected Proposer.)

Misdemeanor Diversion Services for the Eleventh Judicial Circuit
Contract No. RFP851

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Provider"), 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"), and the Eleventh Judicial Circuit of Florida, having its principal its principal offices at 1350 NW 12th Avenue, Miami, Florida 33136 (hereinafter referred to as the "SAO").

WITNESSETH:

WHEREAS, the Provider has offered to provide misdemeanor diversion program services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.851 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

WHEREAS, the SAO desires to procure from the Provider such misdemeanor diversion program services for the SAO, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No.851 and all associated addenda, and the Provider's Proposal.
- 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, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The words "Diversion Service Program Provider" to mean private vendor who supervise offenders whose cases have been screened by the SAO and diverted from prosecution, and monitors their progress during the term of diversion.
- e) The words "Diversion Service Program Provider" to mean _____ and its permitted successors and assigns.
- f) The word "Days" to mean Calendar Days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Provider to the SAO's Project Manager for review and approval pursuant to the terms of this Agreement.
- h) 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 SAO'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 SAO's Project Manager.
- i) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the SAO.
- j) The word "Offender" to mean one that has broken a public law.
- k) The words "Project Manager" to mean the State Attorney's Office or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Provider.
- m) The word "sub-contractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of Contract with the Provider.

- n) The word "Treatment Program" to mean a course of specialized treatment, either a) required by the SAO as a condition of diversion, or b) determined to be necessary by the Provider as a result of the offender intake and evaluation process.
- o) The word "Treatment Program Provider" to mean a contract provider who provides courses and other treatment to offenders diverted from prosecution.
- p) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade SAO's RFP No.851 and any associated addenda and attachments thereof, and 4) the Provider's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Provider shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the SAO in all aspects of the Services performed hereunder.
- c) The Provider 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 Provider shall perform the same as though they were specifically mentioned, described and delineated.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 36th month. The SAO, at its sole discretion, reserves the right to exercise the option to renew this Contract for an additional three years on a year to year basis. The SAO 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 Provider 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 SAO and the Provider.

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 SAO

- a) to the Project Manager:

State Attorney's Office of the Eleventh Judicial Circuit
Attention: Ted Mannelli
1350 NW 12th Avenue
Miami, Florida 33136
Phone: (305) 547-0542
Fax: (305) 547-0779
E-mail: Tedmannelli@miamisao.com

and,

- b) to the Contract Manager:

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

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

(2) To the Provider

Attention:
Phone:
Fax:
E-mail:

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 Provider warrants that it has reviewed the SAO's requirements and has asked such questions and conducted such other inquiries as the Provider deemed necessary in order to provide the Work and Services to be performed under this Contract. Payment for services shall be paid to the Provider by the offender as specified in Appendix A, Scope of Services, Section 2.7, Fees. The SAO shall have no obligation to pay the Provider any sum for the Services.

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

ARTICLE 8. FEES

Refer to Appendix A, Scope of Services, Section 2.7, Fees for schedule.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

Refer to Appendix A, Scope of Services, Section 2.7, Fees.

Associated back-up documentation shall be submitted in duplicate by the Provider to the SAO as follows:

State Attorney's Office of the Eleventh Judicial Circuit
1350 NW 12th Avenue
Miami, Florida 33136
Attention: Ted Mannelli

The SAO 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 Provider shall indemnify and hold harmless the SAO and 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 SAO, 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 Provider or its employees, agents, servants, partners principals or sub-contractors. The Provider 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 SAO or County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SAO or County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Provider shall furnish to the Internal Services Department, Procurement Management Division, 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 Provider 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 SAO must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade SAO 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 \$_____ 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 Provider. 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's 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 Provider hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Provider 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 Provider shall have an additional five (5) business days to submit a corrected certificate to the County. If the Provider fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Provider 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 Provider shall be responsible for ensuring 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 SAO. If insurance certificates are scheduled to expire during the contractual period, the Provider 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 SAO or County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Provider shall provide the Services described herein in a competent and professional manner satisfactory to the SAO in accordance with the terms and conditions of this Agreement. The SAO shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Provider in all aspects of the Services. At the request of the SAO, the Provider shall promptly remove from the project any Provider's employee, subcontractor, or any other person performing Services hereunder. The Provider agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Provider.
- b) The Provider agrees to defend, hold harmless and indemnify the SAO and 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 SAO or County, occurring on account of, arising from or in connection with the removal and replacement of any Provider's personnel performing services hereunder at the behest of the SAO or County. Removal and replacement of any Provider's personnel as used in this Article shall not require the termination and or demotion of such Provider's personnel.
- c) The Provider 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 Provider agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the SAO,

should the SAO 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 Provider warrants and represents that its personnel have the proper skills, 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 Provider shall at all times cooperate with the SAO and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Provider 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 OF THE PROVIDER

- a) All employees of the Provider shall be considered to be, at all times, employees of the Provider under its sole direction and not employees or agents of the SAO. The Provider shall supply competent employees. The SAO may require the Provider to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment is not in the best interest of the SAO. Each employee shall have and wear proper identification.
- b) Pursuant to Section 2-2092 of the SAO Code, for all contracts for goods and services, the Provider, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined by the SAO to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. If no suitable candidates can be employed after a Referral Period of three to five days, the Provider is free to fill its vacancies from other sources. Provider shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

ARTICLE 13. INDEPENDENT PROVIDER RELATIONSHIP

The Provider is, and shall be, in the performance of all work services and activities under this Agreement, an independent Provider, and not an employee, agent or servant of the SAO. 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 Provider's sole direction, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the SAO and shall be that of an independent Provider and not as employees and agents of the SAO.

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

ARTICLE 14. AUTHORITY OF THE SAO'S PROJECT MANAGER

- a) The Provider hereby acknowledges that the SAO'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 Provider's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Provider shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Provider 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 Provider must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Provider and the Project Manager are unable to resolve their difference, the Provider 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 SAO 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 SAO'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 SAO within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The SAO 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 Provider'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 SAO 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 Provider to the SAO 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 SAO is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The SAO, as appropriate, shall render a decision in writing and deliver a copy of the same to the Provider. Except as such remedies may be limited or waived elsewhere in the Agreement, Provider 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 appendices 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 Provider, the SAO may, at its expense, elect to participate in the defense if the SAO should so choose. Furthermore, the SAO may at its own expense defend or settle any such claims if the Provider fails to diligently defend such claims, and thereafter seek indemnity for costs from the Provider.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Provider shall maintain, and shall require that its sub-contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Provider and its subcontractor 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 SAO, 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 Provider's books, documents, papers and records and of its subcontractor and suppliers which apply to all matters of the SAO. 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 Provider 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 Provider 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 Provider wishes to substitute personnel for the key personnel identified by the Provider's Proposal, the Provider must notify the SAO 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 SAO FOR ASSIGNMENT

The Provider 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 SAO.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Provider will cause any part of this Agreement to be performed by a Sub-contractor, the provisions of this Contract will apply to such Sub-contractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider 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-contractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Sub-contractor will be subject to the provisions hereof as if performed directly by the Provider.
- b) The Provider, before making any subcontract for any portion of the services, will state in writing to the SAO the name of the proposed Sub-contractor, the portion of the Services which the Sub-contractor is to do, the place of business of such Sub-contractor, and such other information as the SAO may require. The SAO will have the right to require the Provider not to award any subcontract to a person, firm or corporation disapproved by the SAO.
- c) Before entering into any subcontract hereunder, the Provider will inform the Sub-contractor 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-contractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Sub-contractor satisfactory to the SAO, in addition to the other requirements herein provided, the Sub-contractor must be prepared to prove to the satisfaction of the SAO 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-contractor must show to the satisfaction of the SAO that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The SAO shall have the right to withdraw its consent to a subcontract if it appears to the SAO that the subcontract will delay, prevent, or otherwise impair the performance of the Provider's obligations under this Agreement. All Sub-contractor are required to protect the confidentiality of the SAO's proprietary and confidential information. Provider shall furnish to the SAO copies of all subcontracts between Provider and Sub-contractor and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the SAO in the event the SAO finds the Provider in breach of this Contract, permitting the SAO to request completion by the Sub-contractor of its performance obligations under the subcontract. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SAO to any sub-contractor hereunder as more fully described herein.

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

The Provider understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the SAO were provided to the Provider for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the SAO makes no representations or guarantees; and the SAO shall not be responsible for the accuracy of the assumptions presented; and the SAO 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

Provider. The Provider 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 SAO may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the SAO through fraud, misrepresentation or material misstatement.
- b) The SAO may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the SAO 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 SAO 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 Provider 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 SAO may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Provider.
- e) In the event that the SAO exercises its right to terminate this Agreement, the Provider shall, upon receipt of such notice, unless otherwise directed by the SAO:
 - 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 SAO materials and property;
- f) In the event that the SAO exercises its right to terminate this Agreement, the Provider 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
- 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 Provider. 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 Provider has not executed requirements as stated in Appendix A, Scope of Services;

- ii. the Provider has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Provider has failed to make prompt payment to sub-contractors or suppliers for any Services;
 - iv. the Provider has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Provider's creditors, or the Provider has taken advantage of any insolvency statute or debtor/creditor law or if the Provider's affairs have been put in the hands of a receiver;
 - v. the Provider has failed to obtain the approval of the SAO where required by this Agreement;
 - vi. the Provider has failed to provide "adequate assurances" as required under subsection b below;
- b) When, in the opinion of the SAO, reasonable grounds for uncertainty exist with respect to the Provider's ability to perform the Services or any portion thereof, the SAO may request that the Provider, within the timeframe set forth in the SAO's request, provide adequate assurances to the SAO, in writing, of the Provider's ability to perform in accordance with the terms of this Agreement. In the event that the Provider fails to provide to the SAO the requested assurances within the prescribed timeframe, the SAO may:
- i. treat such failure as a repudiation of this Agreement; and
 - 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 SAO shall terminate this Agreement for default, the SAO 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 SAO, the SAO may so notify the Provider ("Default Notice"), specifying the basis for such default, and advising the Provider that such default must be cured immediately or this Agreement with the SAO may be terminated. Notwithstanding, the SAO may, in its sole discretion, allow the Provider to rectify the default to the SAO's reasonable satisfaction within a thirty (30) day period. The SAO may grant an additional period of such duration as the SAO shall deem appropriate without waiver of any of the SAO's rights hereunder, so long as the Provider 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 SAO prescribes. The default notice shall specify the date the Provider shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the SAO in connection with the Services performed under this Agreement, made or developed by the Provider or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the SAO holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the SAO, be used by the Provider or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the SAO, unless required by law. In addition to the foregoing, all SAO employee information and SAO financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Provider nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the SAO. Additionally, the Provider expressly agrees to be bound by and to defend, indemnify and hold harmless the SAO and 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 Provider shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the SAO in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Provider 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 SAO shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the SAO, upon the completion of the Services performed hereunder, the Provider shall immediately turn over to the SAO all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Provider or its employees, agents, subcontractors or suppliers without the prior written consent of the SAO. A certificate evidencing compliance with this provision and signed by an officer of the Provider 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 Provider acknowledges that all computer software in the SAO's possession may constitute or contain information or materials which the SAO has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the SAO has developed at its own expense, the disclosure of which could harm the SAO's proprietary interest therein.

During the term of the contract, the Provider will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the SAO's property, any computer programs, data compilations, or other software which the SAO has developed, has used or is using, is holding for use, or which are otherwise in the possession of the SAO

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the providers and their employees, except as authorized by the SAO and, if the Computer Software has been leased or purchased by the SAO, all hired party license agreements must also be honored by the providers' employees with the approval of the lessor or Providers thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Provider hereby acknowledges and agrees that the SAO retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the SAO to the Provider hereunder or furnished by the Provider to the SAO and/or created by the Provider for delivery to the SAO, even if unfinished or in process, as a result of the Services the Provider performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Provider as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Provider shall not, without the prior written consent of the SAO, use such documentation on any other project in which the Provider its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Provider 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 SAO'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 Provider and its subcontractors specifically for the SAO, hereinafter referred to as "Developed Works" shall become the property of the SAO.
- c) Accordingly, neither the Provider nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Provider, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the SAO, except as required for the Provider's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Provider and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Provider hereby grants, and shall require that its subcontractors and suppliers grant, if the SAO 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 SAO or entities controlling, controlled by, under common control with, or affiliated with the SAO, or organizations which may hereafter be formed by or become affiliated with the SAO. Such license specifically includes, but is not limited to, the right of the SAO 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 SAO for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the SAO or entities controlling, controlled by, under common control with, or affiliated with the SAO, or organizations which may hereafter be formed by or become affiliated with the SAO. 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/CONFLICT OF INTEREST

a) Vendor Registration

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

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| <p>1. Miami-Dade SAO Ownership Disclosure Affidavit
(Section 2-8.1 of the SAO Code)</p> <p>2. Miami-Dade SAO Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the SAO Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the SAO Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the SAO Code)</p> <p>5. Miami-Dade SAO Debarment Disclosure Affidavit
(Section 10.38 of the SAO Code)</p> <p>6. Miami-Dade SAO Vendor Obligation to SAO Affidavit
(Section 2-8.1 of the SAO Code)</p> <p>7. Miami-Dade SAO Code of Business Ethics Affidavit
(Section 2-8.1(f) and 2-11(b)(1) of the SAO Code through (6) and (9) of the SAO Code and Section 2-11.1(c) of the SAO Code)</p> <p>8. Miami-Dade SAO Family Leave Affidavit
(Article V of Chapter 11 of the SAO Code)</p> <p>9. Miami-Dade SAO Living Wage Affidavit
(Section 2-8.9 of the SAO Code)</p> <p>10. Miami-Dade SAO Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the SAO Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. SubProvider /Supplier Listing
(Section 2-8.8 of the SAO Code)</p> | <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number
In order to establish a file, the Provider'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 Provider's "SAO 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 SAO requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Provider for goods and services provided to Miami-Dade SAO ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>16. Office of the Inspector General
(Section 2-1076 of the SAO Code)</p> <p>17. Small Business Enterprises
The SAO 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 SAO Code and Title 49 of the Code of Federal Regulations.</p> <p>18. Antitrust Laws
By acceptance of any contract, the Provider agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
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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 Ethics 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 Provider 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 Provider'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 apply to the Provider, its officers, agents, employees, sub-contractors 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 Provider in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Provider 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 Provider. 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 SAO 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 Provider, 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 Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider 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 Provider'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-Contractors 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

Provider 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 Providers and sub-contractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to 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 Provider agrees to post in a 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.

The Provider shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the SAO or Provider for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Provider. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Provider prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Provider 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 Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Provider 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 Provider 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 Provider or any owner, subsidiary or other firm affiliated with or related to the Provider 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 Provider submits a false affidavit pursuant to this Resolution or the Provider violates the Act or the Resolution during the term of this Contract, even if the Provider was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Provider represents that:

- a) No officer, director, employee, agent, or other consultant of the SAO or 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 award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Provider in this Agreement. This Agreement is entered into by the Provider 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 SAO or 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 Provider 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 Provider or to the best of the Provider's knowledge any sub-Contractor or supplier to the Provider.
- c) Neither the Provider nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Provider shall have an interest which is in conflict with the Provider's faithful performance of its obligation under this Agreement; provided that the SAO or County, in its sole discretion, may consent in writing to such a relationship, provided the Provider provides the SAO or 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 Provider 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, Provider shall promptly bring such information to the attention of the SAO's Project Manager. Provider shall thereafter cooperate with the SAO's or County's review and investigation of such information, and comply with the instructions Provider receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Provider without the express written consent of the SAO:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SAO, or the Work being performed hereunder, unless the Provider first obtains the written approval of the SAO. Such approval may be withheld if for any reason the SAO 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 Provider, 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 SAO; and
- c) Except as may be required by law, the Provider and its employees, agents, sub-Contractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Provider or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The SAO reserves the right to terminate this contract, if, during the term of any contract the Provider has with the SAO, the Provider 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 Provider under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Provider and the SAO 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.

Provide

State Attorney's Office of the Eleventh
Judicial Circuit

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant SAO Attorney

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. 851
Misdemeanor Diversion Services

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.:
RFP Title:
Proposal Due Date:

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
IF CORPORATION:		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:		
<p>A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>		
CRIMINAL CONVICTION DISCLOSURE:		
<p>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose.</p>		
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:		
<p>By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine</p>		

whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information

Proposer's Experience and Past Performance

1. State the number of years that the Proposer has been in existence, the current number of employees and the primary geographic markets served.
2. Describe the Proposer's past performance and experience that qualifies Proposer to provide diversion service programs as requested in Section 2.6 of the Solicitation.
3. Provide a listing of comparable contracts providing misdemeanor services or services similar in scope to those requested herein which the Proposer has either ongoing or completed within the past five years. The description should identify for each project:
 - (i) client;
 - (ii) client contact person and phone number;
 - (iii) type of diversion or similar services provided;
 - (iv) statement of whether Proposer was the prime provider or subcontractor
 - (v) fee structure;
 - (vi) dates covering the term of the contract; and
 - (vii) the results of the project

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

4. Describe any other experience related to the work or services described in the Scope of Services (See Section 2.0), and any other information which may be specific to the required services to be provided.
5. List all contracts which the Proposer has performed for Miami-Dade County or the State Attorney's Office (SAO). The County will review all contracts the Proposer has performed for the County and SAO in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and the SAO and include for each project:
 - (i) name of the County or SAO Department which administers or administered the contract;
 - (ii) description of work;
 - (iii) total dollar value of the contract;
 - (iv) dates covering the term of the contract;
 - (v) County or SAO contact person and phone number;
 - (vi) statement of whether Proposer was the prime provider or subcontractor; and
 - (vii) the results of the program.

6. Submit an occupational/business license showing the address where the Misdemeanor Diversion Program is/or will be located. (See Section 2.4 for more information on the requirements of the location.)

Proposer Information

Key Personnel and Treatment Providers Services

7. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. Employees and those of the Treatment Provider's shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
8. Identify the Proposer's Liaison (lead individual) to be assigned to this project. Address relevant experience as stated in Section 2.6.
9. List the names and addresses of all Treatment Providers, and describe the extent of work to be performed by each. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Treatment Providers who will be assigned to this project.
10. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of treatment providers.
11. Provide the plan for retention, describing how the Proposer shall ensure the same level of qualification and experience, of all proposed key personnel including the lead individual who will be assigned to this project. Describe the Proposer's plan to ensure performance by treatment providers.
12. Describe the process Proposer will utilize to screen and complete the initial background checks for its staff. Proposer shall also describe how it will ensure that the Level 1 screening is completed as required. (See Section 2.5)

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

13. Provide a copy of Provider's policies and procedures that direct the operations of the misdemeanor diversion program. (See Section 2.6). Specifically the Proposer shall:
 - A. Describe Proposer's intake and assessment process for offenders.
 - B. Describe how Proposer plans to work with the SAO to ensure effective program services, offender participation and completion of programs within established timeframes.
 - C. Provide a schedule of intended hours of operation.
 - D. Describe how Proposer plans to monitor offenders on a regular basis for subsequent arrest and violations of the conditions of the diversion program.
 - E. Describe what avenues the Proposer will use to locate victims for restitution.
14. Describe Proposer's ability and financial capacity to provide services as referenced herein, including any new cases assigned by the SAO.
15. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: Project No.:
(2) Department:
(3) Proposer's Name:
Address: Zip:
Business Telephone: ()

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and multiple rows for listing team members.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:
STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this
by (Individual, Officer, Partner or Agent), a (Sole Proprietor, Corporation or Partnership), who is personally known to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

- 1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

- 3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Walters, Vivian (RER)

From: Bethel, Pearl (ISD)
Sent: Thursday, December 20, 2012 3:26 PM
To: Walters, Vivian (RER); Clark, Veronica (RER)
Subject: Measures
Attachments: RFP851, Draft 12-20-12.pdf; Input Doc-Project Measure Worksheet.doc

Please review the attached RFP for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. The Program will be funded through fees paid by the offenders; however, the State Attorney's Office (SAO) will receive a \$50 case processing fee and the Clerk of Courts gets a \$25 case processing fee. The user department is the SAO. My recommendation would be no measures.

Thanks.

Pearl P. Bethel, Procurement Contracting Officer 2
Miami-Dade County Internal Services Department
111 NW 1st Street, Suite 1300, Miami, Florida 33128
305-375-2102 Phone 305-372-6128 Fax
<http://www.miamidade.gov/dpm/>
"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure