

**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: RFQ869

TERM OF CONTRACT: 3 years with 2 one-year option-to-renew

Requisition/Project Title: Pier Check-In Services Pool

**Description:** Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Seaport Department, is soliciting proposals for experienced management companies to provide pier check-in services at PortMiami, for Norwegian Cruise Line (NCL) and Royal Caribbean Cruises Ltd. (RCCL), including the passengers of both cruise lines.

It is the County's intention to solicit proposals from as many Proposers as are interested, to evaluate submissions, and to create a Pool of no more than three (3) selected Pool members.

User Department(s): PortMiami

Issuing Department: ISD/Procurement Management    Contact Person: Lydia Osborne    Phone: 305-375-1291

Estimated Revenue: \$3.5 million (3yrs)    Funding Source: N/A    REVENUE GENERATING: YES

**ANALYSIS**

Commodity/Service No: 961-51, 999, 961, and 962		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here X if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

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

Basis of Recommendation:


Signed: Carol P. Bethel for Lydia Osborne

Date to SBD: 4-22-13

Date Returned to DPM: \_\_\_\_\_

RECEIVED  
 DIST. BUSINESS DEV.  
 2013 APR 22 PM 3:38

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

**REQUEST FOR QUALIFICATIONS (RFQ) No. 869  
FOR  
PIER CHECK-IN SERVICES POOL**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2013 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Division  
for  
Seaport

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title: Lydia Osborne, Procurement Contracting Officer II  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1291  
E-mail: [lydiaos@miamidade.gov](mailto:lydiaos@miamidade.gov)

**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 1<sup>st</sup> Street, 17<sup>th</sup> 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](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

PROPOSE

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**

**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Seaport Department, is soliciting proposals for experienced management companies to provide pier check-in services at PortMiami, for Norwegian Cruise Line (NCL) and Royal Caribbean Cruises Ltd. (RCCL), including the passengers of both cruise lines.

It is the County's intention to solicit proposals from as many Proposers as are interested, to evaluate submissions, and to create a Pool of no more than three (3) selected Pool members.

The County anticipates awarding a contract for a three year period, with two, one-year options to renew, at the County'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@miamidade.gov](mailto:hjwrig@miamidade.gov) 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 "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Selected Proposer.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Selected Proposer, who contracts with the Selected Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Selected Proposer.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Selected Proposer 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-responsible. 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 Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor'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](mailto: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 Mayor 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**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, 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. 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.

### **1.8 Living Wages**

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this Solicitation. By submitting a proposal, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Selected Proposer shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Section 2.11, Compensation, and in Attachment 1, Supplemental General Information.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

NCL has been at PortMiami for 46 years, and is one of the few cruise lines that named Miami as its exclusive homeport in the South Florida region. In January 2009, NCL and the County entered into a Cruise Terminal Agreement (CTA) via Resolution No. R-1442-08. This agreement set forth the terms and conditions under which NCL would home port its vessels at Miami. Among its provisions was reference to the County's future offerings of, or access to, certain additional services for which NCL would pay the County. In April 2012, the Board of County Commissioners (Board) approved Resolution No. R-295-12, which authorized the execution of Amendment 1 to the CTA. This Amendment extended the term of the CTA, increased passenger guarantees, and provided incentives for NCL to homeport its new *Norwegian Gateway* year-round in Miami. Among these incentives was the commitment to establish a pool of qualified screening or pier check-in service providers.

RCCL owns and operates Royal Caribbean International with a fleet of 22 ships currently in service and one due to come into service in 2014. RCCL also owns and operates Celebrity Cruises with ten ships and Azamara Club Cruises with two ships. In markets outside of the United States of America, RCCL operates TUI Cruises, Croisieres De France and Pullmantur. RCCL is currently calling on over 400 ports worldwide.

Collectively, NCL and RCCL anticipate approximately 400 ship calls for the year 2014.

The County will offer, through a pier check-in service provider, services to NCL and RCCL which include, but are not limited to, a) embarkation and disembarkation staff to process passengers, b) coordination with governmental agencies, and c) produce turnaround reports and passenger manifests.

### 2.2 Work Order Process

#### A. Structure of Pool

The selected Proposer(s) shall sign an agreement with the County in order to be accepted into the Pool. The agreement will include general legal and administrative provisions, and may be updated periodically to reflect new County requirements. The agreement will be supplemented, upon project award, by individual Work Orders, for providing the services to any cruise lines requesting the services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, the selected Proposer(s) may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures. Selected Proposer(s) shall maintain the qualifications of the Proposer, and Proposer's personnel, at a standard consistent and equivalent to the qualification submissions submitted in response to this Solicitation.

#### B. Assignment of Cruise Lines

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. After selection into the Pool, when a request for check-in services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning cruise lines.

Pool members will propose on requests through Work Order Proposal Requests (WOPR), issued by the Department of Procurement Management (DPM). Pier Check-In Service requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port. Cruise Lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

**C. Award**

The County reserves the right to enter into negotiations with the recommended Pool members. If the County and the recommended Pool member cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next highest ranked Pool member. No Pool member shall have any rights against the County, arising from such negotiations.

**D. Award of Additional Services**

The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

**2.4 Requirements and Services to be Provided**

After the Pool is established, the County will issue a Notice-To-Proceed (NTP), for this contract and on a Work Order by Work Order basis, with the general requirements listed herein, after the selected Pool member has met the following requirements. The selected Pool member shall commence work upon issuance of a NTP by the County.

The selected Pool member shall:

- 1) Provide embarkation staff at the designated pier at the assigned Port cruise terminal to process passengers for boarding the awaiting Vessel. Furthermore, upon arrival of a Vessel, Selected Proposer shall provide disembarkation staff at the terminal to coordinate the CBP process, passenger baggage claim, and transfer of the passengers from the terminal to the transportation areas. Selected Proposer has the right and obligation to control all personnel engaged. The duties and responsibilities of selected Proposer's embarkation and disembarkation staff shall include, without limitation, those set forth in any future pier check-in service agreement.
- 2) Submit proposed embarkation and disembarkation staff levels to the County's Project Manager for approval by the County and by appropriate cruise line. The standards of quality for the operation of the services hereunder, including, but not limited to, efficiency of operations performed by selected Proposer conducting passenger check-in/registration, shall be consistent with the standards of other pier check-in services providers for passenger cruise vessels.
- 3) Provide training & development for manual and/or computer systems check-in with staff. All training should include, but not be limited to the following:
  - a. Full familiarization with check-in system
  - b. Full familiarization with manual check in procedures
  - c. General ship terminology
  - d. Immigration procedures & related forms
  - e. US Customs and Border Protection
  - f. Security Procedures
  - g. Agent Responsibilities
  - h. Corporate Overview
  - i. Policies and Procedures
  - j. Uniform Code
- 4) Maintain a good standing relationship between PortMiami, cruise lines, and local authorities at all times.
- 5) Set-up and break down of all debark/embark equipment, including check-in set up for categories of guests, as deemed appropriate by cruise line.
- 6) All check-in stations must be manned at peak hours and all times as directed by cruise line.
- 7) Coordination of priority boarding in the requested order specified by cruise line.

- 8) Coordinate and determine adequate staffing for pier
- 9) Submit a terminal matrix plan of all staffing levels and positions for approval.
- 10) Coordinate all disembarkation/embarkation formalities on turnaround day. This includes working with the Control Center to send a final manifest for all inbound and out bound Passengers.
- 11) Assist guests with disembarkation, wheelchair assistance, special needs, lost and leftover luggage, damaged luggage, and left behind luggage.
- 12) Coordinate with Vessels for refreshments that are set up in the terminal (supplied by respective vessel).
- 13) Provide facsimile and copy machines on premises for copying passports, Visa's or ARC cards.
- 14) Communicate with Vessels and Port Agent prior to sailing time in reference to any late arrival of embarking guests.
- 15) Submit a turnaround report to the corporate office of Vessel's departure. This report must include all aspects of operation as deemed appropriate by the respective cruise line.

### 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 County 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.

Technical Criteria

Points

1. Proposer’s relevant experience, qualifications, and past performance	40
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25
3. Proposer’s approach to providing the services requested in this Solicitation	20
<u>Price Criteria</u>	<u>Points</u>
4. Proposer’s proposed price	15

**4.3 Oral Presentations**

Upon completion of the 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 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the County’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

**4.7 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.

**4.8 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

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

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

- 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.

**4.9 Contract Award**

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

**4.10 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.miamidade.gov/procurement/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 Selected Proposer, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

- Form of Agreement
- Proposal Submission Package

## Walters, Vivian (RER)

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**From:** Bethel, Pearl (ISD)  
**Sent:** Monday, April 22, 2013 12:29 PM  
**To:** Walters, Vivian (RER)  
**Cc:** Clark, Veronica (RER); Johnson, Laurie (RER)  
**Subject:** RFQ869, Pier Check-In Services Pool  
**Attachments:** RFQ869, Pier Check-In Services Pool.docx; Input Doc-Project Measure Worksheet.doc

Hi Vivian

This project is being sent on behalf of Lydia Osborne. Please review the attached RFQ for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. This is a revenue/neutral project (PortMiami will administer contract and pay invoices thru Cruise Line reimbursement) Expected revenue over the term of the initial contract (three years) is \$3.5 million. My recommendation is No Measures.

Thanks.

Pearl P. Bethel for Lydia Osborne, 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*