

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No.

Contract

Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: EPPRFP-01752   
 TERM OF CONTRACT 3 YEAR(S) WITH      YEAR(S) OTR

Requisition /Project Title: Environmental, Health, and Safety Auditing Software

Description: The software will be used by the Office of Safety to monitor incidents, track training programs for County personnel, and ensure compliance with OSHA and EPA.

Issuing Department: Internal Service   
 Contact Person: Brandon Nealey   
 Phone: 305-375-4884

Estimate Cost: 80,000   
 Funding Source:      GENERAL      FEDERAL      OTHER X

### ANALYSIS

<b>Commodity Codes:</b>	<u>20554</u>	<u>20820</u>	<u>    </u>	<u>    </u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<u>    </u>	<u>    </u>	<u>    </u>	
<b>Small Business Enterprise:</b>	<u>    </u>	<u>    </u>	<u>    </u>	
<b>Contract Value:</b>	<u>    </u>	<u>    </u>	<u>    </u>	
<b>Comments:</b>	<u>    </u>			

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

Basis of Recommendation:     

Signed: <u>    </u>	Date sent to SBD: <u>    </u>
	Date returned to SPD: <u>    </u>

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



**EXPEDITED PURCHASING PROGRAM - REQUEST FOR PROPOSALS (EPPRFP) No. EPPRFP-01752  
FOR  
ENVIRONMENTAL, HEALTH, AND SAFETY AUDIT SOFTWARE**

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
(Through the Expedited Purchasing Program)  
for  
Risk Management Department

**MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:**

Brandon Nealey, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4884  
E-mail: Brandon.Nealey@miamidadade.gov

**PROPOSALS DUE:**

**INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.  
(SEE IMPLEMENTING ORDER 7-7)**

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped 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 technical difficulty 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).

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. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidadade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). 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 (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

**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 Office of Safety in conjunction with Internal Service Department, Risk Management Division, is soliciting proposals for vendor hosted Environmental, Health, and Safety Audit Software (Software) and associated services to provide various corrective action items, assignment of responsibility, closure due dates, and corrective actions and compliance with Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA). The chosen Software will be scalable to meet the County's organizational needs today and, in the future, and provide users with multiple configuration options. The resultant contract shall be inclusive of all software licensing, implementation, integration, configuration, training, software hosting, maintenance, and support services.

The County anticipates awarding a contract for a three (3) year term.

#### **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.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: [Skarlex.Alorda@miamidade.gov](mailto:Skarlex.Alorda@miamidade.gov) or [Heidi.Johnson-Wright@miamidade.gov](mailto:Heidi.Johnson-Wright@miamidade.gov). TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

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 "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "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.
8. 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 proposals; accept parts of any and all proposals; 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 proposals received as a result of this process. 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 Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal 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 and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Submittal Form, 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."

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 code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### **1.4 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.5 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, 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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, 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 is 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).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Competitive Selection Committee members or the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

#### **1.7 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.8 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.

#### **1.9 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, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers 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 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.

#### **1.10 Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code of Miami-Dade County, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

#### **1.11 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

**Set-aside:**

This Solicitation is set-aside for SBE's.

**Subcontractor Goal:**

\_\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

**2.0 SCOPE OF SERVICES****2.1 Background**

The Office of Safety through the Miami-Dade County Safety Manual and AO 7-14 goal is to improve the effectiveness of public service by promoting County-wide safety and health through the auditing of worksites, safety processes, application of best work practices, safety awareness training, accident investigation, and safety consultation. The Office of Safety, Internal Services Department, Risk Management Division has adopted the current OSHA Standards, as provided in Title 29 of the Code of Federal Regulations, as minimum standards for the County and will apply OSHA's Safety and Health standards (<https://www.osha.gov/law-regs.html>), as applicable, to all County departments. The county consists of over 300,000 employees with 31 departments. The departments have a wide variety of functions some examples are Water and Sewer dept. Police, Fire, Corrections depts. Libraries and Animal Services. With such a diverse group of departments the Office of Safety is well versed in safety programs and how to ensure the departments are implementing needed programs for each specific department. The county has many large economic driving forces like the seaport and airport. The Office of Safety is looking for safety auditing software to help streamline the process and to promote safety awareness.

The Office of Safety Manager and Risk Management Safety Officers are empowered and authorized, but not limited to:

- Ensure that all County departments, entities and personnel comply with all applicable provisions, tasks, safety rules, regulations and codes as specified in the Miami-Dade County Safety Manual.
- Conduct unannounced inspections of County facilities and operations aimed at identifying and eliminating unsafe practices, operations and/or conditions.
- Investigate accidents and claims of unsafe conditions involving the public, County employees and/or County resources.
- Advise departments of unsafe conditions identified and the necessary corrective actions.
- Facilitates testing/abatement of hazardous substances/conditions (e.g., asbestos, lead, noise, etc.).

- Promote safety awareness (i.e., recognizing unsafe acts and hazardous conditions and how to prevent accidents) through safety training.
- Respond on an emergency basis to incidents involving death/serious injury or major damage to County Property.
- Provide a variety of safety training including CPR, forklift training and defensive driving.
- Provide updates on best practices in the industry to the safety representatives from the departments.
- Promote safety throughout the County

In the past two years the County has averaged an estimated 2,000 incidents, Including, but not limited to the following:

- Vehicular accidents
- Slip and falls
- Heart attack on the job
- Chemical exposure
- Punctures
- Exposure to debris in the eyes

In the current environment, the County does not have a formal system of record to track and maintain incidents records. The Office of Safety has developed a number of manual processes, which they have developed through Microsoft Excel to maintain and track incidents throughout the County. In addition, they also utilize Corvel in an effort to maintain and track worker compensation claims.

## 2.2 **Objective**

The County is seeking a Cloud or Software as a Service (SaaS) based Environmental, Health and Safety Management Software (Software) including: software related maintenance, and support services. Services may consist of planning, organizing, installing, configuring, testing for acceptance, and user training on the Software.

The major drivers of the implementation of the Software are:

- Streamline health and safety recordkeeping and program data/document management.
- Track and use automated workflows for compliance tasks/corrective actions to ensure timely completion.
- Maximize staff efficiency with automated audit/inspection/hazard identification report generation.
- Build organizational consistency with templated form creators.

## 2.3 **User Access**

The County prefers a license model that does not require users counts; however, in the event that the proposed Software requires a "Per User" license model, the proposed Software must accommodate, at a minimum, fifty (50) named users, with the ability to add and remove user accounts as necessary during the term of the resultant Contract. The proposed Software should allow for an unlimited number of users to access the software during the term of the resultant Contract. In the event that any additional software needs to be installed, the selected Proposer should at a minimum provide fifty (50) user licenses.

The County prefers not to purchase separate licenses for third party applications which are embedded into the Software. All licenses that may be required by the Software for third party products are to be included with the proposed Software and maintained throughout the term of the resultant contract. Licensing must include all licenses required to operate and maintain the test, development/staging and training environments. All costs are to be included within the Proposal. If the proposed Software requires third party software licenses not embedded into the Software in order to meet the technical and functional specifications of this Solicitation, these should be specifically identified in the Proposal. The County reserves the right to leverage software license agreements that may be in place between any proposed third party software copyright holders.

## 2.4 **Program Features**

The County desires to have the following minimum program features in the proposed Software:

1. Data Management Modules
  - Metrics ([Key Performance Indicator](#)) KPI Tracking
  - Document management and control
  - Training records management

- Audits and inspection management
  - Corrective action management
  - Form creator – fully configurable
2. Reporting and Dashboards
    - Customizable dashboard for each user.
    - Automated audit/inspection report generation
    - Compliance task tracking/reporting
  3. Accessibility
    - Smart device compatible (i.e. smart phone and tablet)
    - Compatibility with iOS and android operating system
    - Geographic Information System (GIS) mapper

**2.5 Security**

In an effort to safeguard the information input into the proposed Software and limit access to administrative features to authorized personnel, the proposed Software at minimum should have the following security requirements:

- a) User IDs and passwords to access levels in the software system.
- b) Implement a hierarchy of users:
  - Tier 1: Vendor
  - Tier 2: Office of Safety Manager/Officers
  - Tier 3: Departmental Safety Representatives
  - Tier 4: Read only access. (Information and report access, no modification rights)

In addition, the selected Proposer shall be responsible for ensuring the safeguard of County data. The selected Proposer will follow all federal, state and local laws in safeguarding the Count’s data.

**2.6 Maintenance Services**

The selected Proposer shall provide maintenance services for the Software throughout the term of the contract. These services shall include, but are not limited to: updates, patches, bug-fixes, corrections of defects, and upgrades to the Software to ensure the Software will operate according to the specifications of the resultant contract. All Software must be of the most recent release and all Software upgrades issued by the selected Proposer must be available to the County at no additional charge.

**2.7 Technical Support Services**

The selected Proposer shall provide technical support services to address technical issues with the proposed Software. Technical support must be available and provided by the selected Proposer via a toll free telephone hotline and/or online support services. The selected Proposer shall provide the County with technical support from 8:00AM EST to 5:00PM EST, Monday through Friday.

The County desires an escalation and response time as listed below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Software, whether hardware or software, is in a non-responsive state and severely affects Users’ productivity or operations.  A high impact problem which affects the Users.	15 minutes	One (1) Hour	15 minutes



2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	One (1) Hour	Four (4) Hours	30 minutes
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	Four (4) hours	Twenty-four (24) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	Eight (8) hours	Seventy-two (72) hours for an acceptable work around until final resolution	Weekly Status

**2.8 System Availability and Access**

Due to the nature of the Software as a hosted application, the County requires hosting services either via a cloud provider or Proposer hosted environment that provides high availability and ongoing access. The County desires that routine maintenance or administrative procedures should not require downtime or impact end users. The County will consider the Software to be unavailable when users are unable to access functionality and information contained within the system due to:

- Software outage
- Excessively slow Software performance
- Widespread, systematic errors which prevent the use of the core Investment Management System functionality

**2.9 Disaster Recovery Plan**

The selected Proposer shall provide data backup and redundancy to mitigate the risk of data loss and ensure the ongoing performance of the Software. The County requires that the proposed Software have a Disaster Recovery Plan to provide business continuity in the event of a disaster and/or critical equipment failure.

**2.10 Training**

The selected Proposer shall provide up to three (3) days of training, to be held at a County location and conducted on mutually agreeable date(s). The training needs to accommodate a minimum of fifteen (15) County staff members. Web-based training is an acceptable method. The training needs to be offered at various levels, including, but not limited to: Administrators and data entry users.

Training materials should include electronic copies and printed manuals that cover all aspects of the proposed Software.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals 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 a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team 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 Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of ~~one thousand three hundred hundred~~ (1300) points per Review Team member.

Technical Criteria	Points
1. <u>Proposer's relevant experience, qualifications, and past performance, including 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.</u>	100
2. <u>Proposed Time for Complete Software Implementation</u>	300
3. <u>Software Functionality</u>	350
4. <u>Services to be provided</u>	200
<b>Price Criteria</b>	
5. <u>Proposed price will be evaluated based on Proposer's response to Form 1, including the overall proposal to the County based upon best value</u>	350
<b>Total Points Per Review Team Member:</b>	<b>1300</b>

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Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary ("an affiliated company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

**4.3 Oral Presentations**

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team 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 Division 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 Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

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 term may remain on the contract.

**OR**

A Selection Factor is not applicable to this Solicitation.

**OR**

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" 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 or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor'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. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### **4.6 Price Evaluation**

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 Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team 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 highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Review Team will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The Review Team will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its 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. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better offers, the discussions may include price and conditions attendant to price.

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 Section 2-8.1.1 of the Code of Miami-Dade County. (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.
- 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.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. 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 Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The County's 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. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement 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**

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General 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.

#### **d) User Access Program**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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**

Draft Form of Agreement

Proposal Submission Package, including:

Proposer Information Section

Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and

Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule