<u>DEPARTMENTAL INPUT</u> <u>CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION</u>

Rev 1

X New contract OTR	<u>co</u>	<u>ss</u>	<u>BW</u>	En	nergency	Previous Contract/Project No	
Rc-Bid Other			LIVING V	VAGE APPLIES:	_YES <u>X</u> I	NO	
Requisition/Project No: RFP-0039	<u>1</u>			TERM OF CON	TRACT: <u>5</u> y	years or upon completion of total project	
Requisition/Project Title: PROGR NFRASTRUCTURE SYSTEM AND			-			OR ADVANCED METERING	
Description: Miami-Dade Count ewer Department, is soliciting equisition of an Advanced Mete	proposals to	obtain Prog	ram Mana	y, as represen gement and C	ted by the uality As	e Miami-Dade County Water and ssurance Services for the future	
ser Department(s): Water and Sewer							
suing Department: ISD-PMS	Contact Perso	on: Yuly Chaux-	-Ramirez	Phor	ne: 305-375-4	4263	
stimated Revenues:	Funding Source: N/A			FUNDING SOURCE: Proprietary Funds			
		ANAI	LYSIS				
Commodity/Service No: 961, 961-21, 9	61-50, 961-69, 96	1-84		SI	C:		
	Contract/Project Check Hereit	t History of Pred f this is a New C	vious Purchase ontract/Purch	s For Previous Tl ase with no Previ	hree (3) Year ous History	rs	
Contractor:	EXI n/a	STING	T .	2 ND YEAR		3 RD YEAR	
Small Business Enterprise:							
Contract Value: Comments:							
Continued on another page (s):	YesN	√o					
		RECOM	IMENDAT	TIONS			
SBE	Set-Aside	Sub-Contract	or Goal	Bid Preference	Selection :	Factor	
		%					
		%					
		%					
Basis of Recommendation:			<u></u>				
Dasis of Accommendation.							
igned: Yuly Chaux Ramir	rez		Date to	SBD: 5/24/1	6		

Date Returned to DPM:



REQUEST FOR PROPOSALS (RFP) No. 00000 FOR

PROGRAM MANAGEMENT AND QUALITY ASSURANCE SERVICES FOR ADVANCED METERING INFRASTRUCTURE
System and Information Technology Integration Services

PRE-PROPOSAL CONFERENCE TO BE HELD:

______, 2016 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 Services Division for the

Water and Sewer Department

COUNTY CONTACT FOR THIS SOLICITATION:

Yuly Chaux-Ramirez, Procurement Contracting Officer 111 NW 1st Street, Suite 1300, Miami, Florida 33128 Telephone: (305) 375-4263 E-mail: ychaux@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND 6:00 PM (local time)

IT IS THE POLICY OF MIAMI-DADE 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 will 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.miamidade.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. 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 Water and Sewer Department, is soliciting proposals to obtain Program Management and Quality Assurance Services for the future acquisition of an Advanced Metering Infrastructure (AMI) System.

The County anticipates awarding a contract for a five (5) period, with two (2), two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

TBD

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 (205) 375-2013 or email hiwrig@miamidade.gov at least

please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

TBD

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

TBD

Projected Award Date:

TBD

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" "Program Management Consultant" 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 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 Solicitation Submittal Form, submitting a response 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.
- 9. "Addenda" means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposal by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- 10. "Agreement" means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- 11. "CIS" means Customer Information System
- 12. "Contract Documents" means the Request for Proposal, including Addenda to such, the Agreement, including Amendments to such, General Terms and Conditions to the Agreement, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Proposer's Hold Harmless Agreement, Proposer's Representation and Certification Form, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- 13. "County" means Miami-Dade County, a Political Subdivision of the State of Florida, its officers, employees, agents and volunteers.

- 14. "Governmental Entity" means a political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.
- 15. "Integrator" means the Successful Proposer, in the context of the Advanced Metering Infrastructure System and Information Technology Integrated Services Request for Proposal, a separate proposal.
- 16. "WASD Program Manager" means the WASD employee(s) or representative(s) assigned the responsibility to manage the projects associated with the Advanced Metering Infrastructure and Information Technology Integration Services program. The WASD Program Manager works closely with the "Program Management Consultant" to execute the day-to-day tasks required to complete the Services covered under an Agreement that is awarded in conjunction with this Request for Proposal
- 17. "Project Management Office / PMO" means the team within WASD that is responsible for defining and maintaining standards for project management related to CIS systems and applications. The PMO strives to standardize and introduce economies of repetition in the execution of projects. It is the source for guidance, documentation, and metrics related to the practices involved in managing and implementing projects.

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. 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.

The submittal of a proposal by a Proposer 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. 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 <u>prohibits</u> <u>any communication</u> 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 Services Section, the responsible Procurement 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 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 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, Proposers, 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.

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.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to 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 Miami-Dade County Code are prohibited.

1.6 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.

1.7 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.

1.8 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.

1.9 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 prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime 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 a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at http://www.miamidade.gov/business/library/forms/sbe-soi.pdf.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, 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's website http://www.miamidade.gov/business/business-certification-programs-SBE.asp.

(If Selection Factor use Section 4.4 and delete above section.)

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County desires to solicit competitive proposals from responsible Proposers to provide program management and other services to oversee implementation of a complete, Turn-Key, Advanced Metering Infrastructure (AMI) System inclusive of equipment, hardware, software, installation and services for the Miami-Dade Water and Sewer Department (WASD), and full system integration services for the listed scope.

The Proposer will work with the Miami-Dade Water and Sewer Department (WASD) Program Manager and executive team to provide program quality control and quality assurance (QA/QC) services, and to manage the scope, schedule, budget, and other issues related to this program. WASD expects the Proposer to assist WASD with negotiating the Integrator contract. When the Integrator is under contract, WASD will expect the Proposer to have oversight responsibility for monitoring all Integrator services, which includes implementation of program governance protocols, review of deliverables and review of invoices. The Integrator will work at the direction of the Proposer and deliver all work products directly to the Proposer. The Proposer will review work products within three (3) business days and forward work products to WASD for review, with comments, for formal acceptance and comment back to Integrator.

The Proposer will be responsible for monitoring the Integrator's task progress and reporting status on a monthly basis. The Proposer will be responsible for reviewing the Integrator's monthly invoice and evaluating earned value claimed toward milestone payments. The Proposer will be responsible for providing the necessary expertise, tools, structures, and processes to define, execute and monitor the Organizational Change Management program. The Proposer will perform overall implementation QA/QC activities with respect to all facets of program implementation, training and change management activities.

The tasks considered under this request for proposals are interrelated, and WASD is seeking an experienced Proposer with multiple areas of knowledge and experience with systems implementation, quality assurance and change management to work in coordination with the WASD program management team to provide program management, quality assurance, quality control, oversight and guidance for the entire program outlined herein.

Parties are invited to submit a proposal for oversight of the implementation of an Advanced Metering Infrastructure (AMI) System and information technology integration services necessary to improve the process of collecting water utility meter data, subsequent billing, and customer service in order to enhance the level of service offered to its customers. The proposal should support implementation of program management and quality assurance processes that support the full implementation of the AMI system and Information Technology Integration Services program throughout the entire WASD service area of approximately 465,000 metered accounts. The delivery period for the services defined in this RFP and the AMI system and Information Technology Integration Services program RFP will overlap but may not coincide exactly.

The selected Proposer shall NOT:

A. Be a firm or hire individuals who are selected to perform in any capacity under the Advanced Metering Infrastructure System and Information Technology Integration Services RFP.

2.2 Preferred Qualifications

The selected Proposer shall have knowledge and experience with systems implementation and program management, covering the broad subject areas of the AMI and Systems Integration Services program. Additionally, the selected proposer shall work in coordination with the WASD program management team to provide program management, quality assurance, quality control, change management, oversight and guidance for the entire program.

WASD requires a one-page or appropriate-length document as part of the proposal response, to clearly show compliance to the qualifications. WASD may choose to determine qualifications by reading the single document alone, so the submittal should be sufficiently detailed to clearly show how the qualifications are met without reviewing any other material.

WASD requires a qualified and experienced AMI and Customer Information Systems (CIS) Program Management Consultant for the program. The Proposer shall meet the following requirements:

- 1. Proposer's team should at a minimum consist of the following roles/resources with appropriate knowledge and experience to perform the duties as defined in Section 2.9, Suggested Staffing.
 - Program Manager
 - Quality Assurance Director
 - Change Manager
 - Lead Business Process Analyst
 - Lead Technical Analyst
- 2. Proposer's Program Manager shall have a minimum ten (10) years or more related experience managing programs/projects similar in size, scope and complexity to this program. Proposer's designated Program Manager must possess a current Program Management Professional (PgMP) certification through the Project Management Institute (or equivalent recognized organization). Alternately, this requirement may be substituted by a current Project Management Professional (PMP) certification through the Project Management Institute (or equivalent recognized organization) and ten (10) years or more of program management working experience.
- 3. Proposer's designated Quality Assurance and Quality Control Director shall have a ten (10) years or more related experience managing quality assurance / quality control aspects of programs/projects similar in size, scope and complexity to this program. Proposer's designated Quality Assurance Director must possess a current certification of one (1) of the following: Certified Quality Engineer, Certified Six Sigma Black Belt, Certified Quality Manager, Certified Software Quality Engineer

- 4. Proposer's Change Manager shall have a ten (10) years or more related experience managing change management aspects of programs/projects similar in size, scope and complexity to this program.
- 5. Proposer's team, which may consist of a single prime contractor or a prime and subcontractor(s), shall have successfully completed integrations services, program management and/or quality assurance with volumes over 100,000 end points and services similar to those required by WASD for this program.
- 6. The Proposer shall have experience as the lead participant as a program manager, installer or systems integrator in at least one prior AMI system deployment of at least 100,000 end points.
- 7. Proposer shall have experience as a lead participant with at least one prior CIS systems implementation of 100,000 meters.
- 8. In a single project or multiple projects, Proposer shall have successfully provided project management services or integration services for Oracle Customer Care and Billing (CC&B), Oracle Mobile Workforce Management (MWM), any Meter Data Management (MDM) system; and interfaced to billing/payment solutions, interfaced to Call Center & IVR solutions and interfaced to a Website via web services.
- 9. Proposer must have experience as a lead participant with at least one prior program management deployment of 100,000 meters in the United States.
- 10. Proposer must have prior experience implementing CIS and/or AMI systems for municipal water and sewer utilities.

2.3 Description of WASD Technology Environment and Applications

WASD operates numerous applications for billing, meter reading, and other activities. Below is a list of some applications currently being utilized by M-DWASD that will be affected by the implementation of the AMI Program.

Oracle Utilities Applications Environment: (Load-Balanced, Fail-Over)

- Customer Care and Billing (CCB) à Version: 2.3.1 SP5. O/S: AIX 6.1. DB: Oracle 11.2.03
- Mobile Workforce Management (MWM) à Version 2.2 SP10 O/S: AIX 7.1. DB: Oracle 11.2.03
- Process Integration Pack (PIP) à Version 2.1. O/S: AIX 7.1. DB: Oracle 11.2.03
- Oracle Real-time Scheduler (ORS) à Version 2.1.0 SP6, O/S: AIX 7.1. DB: Oracle 11.2.03
- Bills printed using Pitney Bowe's Code-1 Plus à Version 03.07.00. O/S: AIX
- Reporting Tool: Cognos 10.2.1
- Self-Service website application: In-house application written in Java and Javascript
- Webshere, WebLogic

Meter Reading Applications:

- ITRON FCS à Version 2.6. O/S: Windows 2008 E. DB: Oracle 11.2.03
- Sensus Flexnet (Miami Springs AMI Pilot)

Cashier application:

SI iNovah à Verson 2.45.388.10. O/S: Windows 2008 E. DB: SQL 2008

Interactive Voice Recognition and Call Center applications (CM-Elite platform):

- Elite Multi-Channel (EMC) 6.3
- Proactive Outreach Manager (POM) v3.0
- Avaya Aura® Messaging 6.2
- WFO/QM (Workforce Optimization with Quality Monitoring) v12
- Call Management System (CMS) R16.3
- OneX Agent
- Call Back Assist (CBA) v4.1.6
- Business Advocate (BA) 6.2
- Avaya Communication Manager Release 6.2 (ICFB CM)
- Avaya Aura Experience Portal 6.0
- Avaya Voice Portal 5.1
- Avaya Session Manager 6.2
- AAEP IVR with Speech Recognition and Text-To-Speech v7.0 (Nuance R10)

2.4 General Responsibilities

- A. Provide program management, quality assurance/quality control, oversight and guidance for the entire program.
- B. Work directly with and advise the INTEGRATOR to ensure the success of the program
- C. Provide appropriate consultant staff based on needed competencies for the program
- D. Provide project controls and applications or utilize Integrator's project controls and applications for managing the program including:
 - 1. Planning and Coordination
 - 2. Issues Management and Documentation
 - 3. Decisions Documentation
 - 4. Status Reporting
 - 5. Task Status Tracking
 - 6. Scope Management and Change Control
 - 7. Risk Management
 - 8. Cost and Budget Management

2.5 Program Management Services

The scope of services outlined in this section of the RFP identifies the minimum services to be provided to WASD for the program management services engagement.

The Proposer shall provide oversight and is responsible for fully implementing program management processes and procedures for the entire AMI and Information Technology Integration Services implementation program to ensure the successful transformation from the current manual read based infrastructure to a fully functional AMI solution. Additionally, the Proposer shall ensure that related applications and systems outlined in the RFP are updated and fully integrated with the AMI solution to provide enhanced customer access to information, improved functionality and streamlined operational processes.

The Proposer shall designate a team that will have oversight responsibility for monitoring all services. The Proposer's team will work at the direction of the WASD Program Manager. The Proposer will be responsible for monitoring ongoing integration progress and reporting on status. The Proposer will develop and maintain an Integrated Work Plan and Schedule that includes all the tasks and resources required to successfully complete the program, inclusive of tasks to be completed by WASD, Proposer and Integrator. The Integrated Work Plan should identify anticipated downstream impacts of the AMI program on WASD's operations, and provide recommendations as to how WASD can address or mitigate negative impacts.

The Proposer will work with the WASD Program Manager and Project Management Office (PMO) to provide quality assurance and quality control services, and to manage the scope, schedule, budget, and other issues related to this program. WASD will expect the Proposer to have audit authority and accountability for monitoring all Integrator services. The Integrator will work in accordance with the Program project plan and schedule as maintained by the Proposer. The Integrator will deliver all work products directly to the Proposer for review and comment. The Proposer will be responsible for monitoring the Integrator's progress and reporting status to the WASD Executive Steering Committee on a monthly basis or as needed. The Proposer will be responsible for reviewing the Integrator's invoices and evaluating earned value claimed toward milestone payments.

The Proposer will be responsible for providing the necessary applications, structures, and processes for management of the program. In addition to general program management services, the Proposer will perform overall implementation quality assurance processes and the associated quality control activities with respect to all facets of program implementation, training and change management activities.

The Integrator is responsible for delivering a fully functional AMI System and Information Technology Integration Services solution that meets the requirements specified by WASD in a separate RFP. A copy of the Integrator RFP and the resulting Integrator contract and scope of work will be provided to the awarded Proposer. The INTEGRATOR shall assume full responsibility for all services provided by the INTEGRATOR or its sub-consultants including the AMI solution, CIS and Billing & Payments, vendor(s). The Integrator is responsible for providing the Proposer with all required documentation and records to substantiate services performed in fulfillment of the contracted scope of work.

WASD expects the related AMI System and Information Technology Integration Services program to be completed no later than 60 months from the date of the Notice to Proceed to the INTEGRATOR that is selected (under a separate RFP).

The Proposer shall begin work within twenty (20) days from the date of the Notice to Proceed for the services defined herein. At the discretion of WASD, the Proposer's services are estimated to terminate three (3) years after the date of the Notice to Proceed or any time thereafter suitable to WASD. The Proposer will begin prior to the Integrator's Notice to Proceed is issued.

Proposer shall provide the initial schedule of work within sixty (60) days of receipt of the notice to proceed which is consistent with the scope of the AMI System and Information Technology Services program.

The Proposer shall provide overall and comprehensive program management services which include but not limited to:

- A. Act in the best interests of WASD for the course of the program.
- B. Provide program leadership and facilitate decision-making process with WASD.
- C. In conjunction with the INTEGRATOR and WASD, develop, implement and monitor overall program plan and schedule; including AMI rollout and phase strategy.
- D. Develop and maintain an integrated Work Plan and Schedule that includes all the tasks required to complete the program.
- E. Obtain sign-off from M-DWASD on all program deliverables.
- F. Conduct a technology needs assessment for the program. Provide architectural and technology infrastructure advice and recommendations to M-DWASD for program technology needs and production systems technology needs. Review and comment on technology requirements from INTEGRATOR as needed.
- G. Conduct a security needs assessment for the program. Provide security advice and recommendations for systems and hardware and systems within the scope of the Advanced Metering Infrastructure System and Information Technology Services program.
- H. Provide oversight for all training activities. M-DWASD seeks to provide adequate focus to employee training and preparation in all areas and systems within the scope of the Advanced Metering Infrastructure System and Information Technology Services program.
- Verify INTEGRATOR'S invoices and provide guidance to M-DWASD regarding payment of invoices.
- J. Program Meetings and Status Reports:
- K. Conduct program-related meetings. These meetings include weekly program update meetings, weekly or bi-weekly issues meetings, monthly meetings with the program Executive Committee, and presentations to M-DWASD staff.
- L. Publish and maintain all program documentation. This includes minutes at all meetings, maintaining all documentation of decisions, issues, and other program related documentation, deliverables, etc.
- M. Review all documentation and program deliverables in a timely manner and allow the M-DWASD team reasonable time for the review of documents.
- N. Define user acceptance testing process and develop, implement and oversee user acceptance testing plan and activities.
- O. Amend documents and deliverables based on feedback from M-DWASD.
- P. Assume responsibility for the quality and integrity of all work on PROGRAM MANAGEMENT CONSULTANT'S staff and subconsultants on the Program Management Team.
- Provide project closeout. This process involves work necessary to formally end components of the program and each individual project:
- R. Consolidate and provide final documentation for the projects and program.
- S. Document lessons learned.

2.6 Quality Assurance Services

The Proposer shall define and execute quality assurance (QA) and quality control (QC) processes for the program. Additionally, the Proposer shall publish a Quality Assurance Plan for the program in which quality audits and reviews are conducted at planned intervals. The Quality Assurance Plan shall, at a minimum, account for the following:

- A. Schedule quality audits with formal reporting as part of the monthly status report process to WASD for the entire Program and program teams to ensure that all program requirements are satisfactorily fulfilled. Contents and format of the monthly status report must be defined in the Proposer's submittal (Proposer should leverage the Weekly Status Report Template created by the EPMO). The status report must include, new issues, proposed resolutions, status of activities, completed tasks, active tasks, performance against the schedule, risks, mitigation strategies, resource requirements and usage.
- B. Project Audits including, but may not be limited to,:

- 1. Audit of program scope: The QA Manager shall monitor the change control process and review program scope change requests to minimize scope changes, identify out-of-scope activities and oversee assessment & approval of changes.
- Audit of program cost: The QA Manager shall monitor program budgets and expenditures by period & program.
- 3. Audit of program schedule: The QA manager will assist in the monitoring of program activities and their progress in relation to the program baseline. For each primary activity this will include; the tracking planned completion date and the projected end date; the status of project milestones with the identification of pending, past due, and critical path milestones; and, the status of financial milestones
- 4. Audit of risk: The QA manager will assist in the identification of risk areas which may impact the program timeframe, program budget, system functionality, or other program components as identified.
- 5. Audit of contractual issues: Although formal contract documents are developed, signed and agreed to by both parties, many details arise during the implementation which become the source for conflict and disagreement. The QA Manager will function as an intermediary to assist in the resolution of conflicts and realistic expectations regarding the delivery and timing of project components.
- 6. Audit of Integrator deliverables: The QA Manager will review and comment on specific program deliverables as directed by WASD. This may include but is not limited to: the detailed project work program, business process documentation, functional specifications for interfaces and modifications, unit test plans, training plans, conversion plans, system test plan, system test results, bill print format, acceptance test plan, acceptance test results, and other deliverables as identified.
- 7. Audit of installed systems
- 8. Audits of meter read data from the AMI system versus manually captured reads as each area is converted to AMI and monthly billing.
- 9. Quality and completeness of all Integrator deliverables, content and systems.
- 10. Ensure synchronization of different hardware and systems for smooth working of the overall AMI system.
- 11. Creation and Testing of all Use Cases and UAT Test Cases.
- 12. Responsible for carrying out UAT along with the County's staff on behalf of the County.
- Process and procedures to ensure that all of the above components are being met.
- Develop and monitor measures to determine success of program.

2.7 Change Management Services

The Proposer in conjunction with WASD shall develop a comprehensive Change Management Plan for all subsequent phases of the program that includes, but is not limited to, organizational management, process management and communications management. The Proposer shall develop a Change Management Plan that will be reviewed and approved by WASD. Upon approval, the Change Management Plan will be implemented under the guidance of the Proposer's Program Manager. The Change Management Plan should include a definition of all tasks required of WASD resources as well as tasks to be performed by the Proposer. It is expected that the change management approach will identify and define required organizational changes along with human resource and workforce transformation plans required to achieve the benefits of the new AMI related systems and applications.

The Proposer will be responsible for reviewing, updating, and maintaining this plan. Responsibility for the Organization Change Management tasks will fall under the jurisdiction of the selected Proposer. The Proposer will provide the necessary expertise, tools, structures, and processes for the Change Management program.

WASD understands that they are ultimately responsible for the successful implementation of change by providing the necessary resources, leadership commitment, and visibility that a change of this magnitude will require. In addition to the Proposer and WASD roles, the Integrator will provide the resources required to participate in developing and reviewing the Change Management program to ensure consistency and coherence with the AMI solution and software implementation activities.

The Change Management program includes:

- A. Organizational Impact and Risk Management
- B. Internal Communications
- C. Business Process and Policy Change Management
- D. Organizational Structure and Role Impact

- E. Customer Communications
- Ordinance Management F.
- G. Support public outreach plan, including web portal and messaging.
- H. Prepare informational material and assist WASD with presentation of workshops and updates to County Management and Council, as needed.
- Update and assist WASD with regulatory changes and compliance requirements.
- J. Assist with public meetings as needed.
- K. Lead effort to analyze, improve and update WASD's business processes related to and affected by the AMI System and Information Technology Integration Services scope of work.
- Conduct a training needs assessment for all business areas and staff affected by the AMI System and Information Technology Integration Services scope of work
- M. Develop and deliver training curriculum for business processes, procedures and technical aspects of the new and updated systems within the scope of the program. WASD seeks to provide adequate focus to employee training and preparation in all areas and systems within the scope of the AMI System and Information Technology Services program.

2.8 Selection and Negotiation

As needed, the Proposer shall assist WASD in acquiring professional services and products needed to implement the AMI system and Information Technology Integration services. Such services may include:

- Participate in Integrator selection activities that may be pending and any future selections, as needed.
- Contract negotiations. Assist WASD with negotiating the best possible terms for an Integrator contract(s).
- C. Preparation of scope of work and requests for proposal, as needed.
- D. Proposal evaluation support and recommendations to WASD.
- E. Market research and trends.
- F. Assist WASD with establishing the program governance structure and help finalize project teams with WASD and Integrator.

2.9 **Suggested Staffing**

Program Manager - WASD requires a full time Program Manager to oversee the entire program. The Program Manager will be required to be on site a minimum of four (4) days per week for the duration of the engagement period. This position will be responsible for the day-to-day management of the entire Program and general oversight. The Program Manager will oversee all facets of the program that will include, but is not limited to,: installation, design, configuration, data conversion, development, testing plans, testing execution, parallel testing, report development, analytics, training, training materials development, parallel testing, go-live, and post implementation. WASD is especially concerned with read data validation, training to end users and organizational change readiness. The Program Manager will ensure that these activities are given adequate attention and that the Program plan provides adequate time and resources to complete those specific tasks. The Program Manager will review project audits and make adjustments to correct deficiencies as indicated in the audit.

Quality Assurance & Quality Control Director - The QA/QC Director will be required to be on site a minimum of four (4) days per month for the duration of the engagement period to complete a program audit and will be required to attend the Program Executive Management Committee Meetings which will be held monthly. This position will be responsible for general QA/QC oversight of the program. The QA/QC Director will audit the entire Program, which includes all parties as indicated in the program structure and all components. The QA/QC Director will provide detailed reports to WASD on audit findings. The QA/QC Director will work with WASD to negotiate a contract with the AMI Integrator. The QA/QC

Change Manager – The Change Manager will be required to be on site for a minimum of four (4) days per week during the program planning phase and as needed thereafter for the duration of the engagement period. The Change Manager will be responsible for developing, maintaining and executing the Organization Change Management Plan developed in Phase 1 of the program. Working with the WASD Change Management team, the Change Manager will be responsible for the Change Management tasks identified in the plan and will provide the necessary expertise, tools, structures, and processes for the Change Management program.

Lead Business Process Analyst - The Lead Business Process Analyst will be required to be on site for a minimum of four (4) days per week for the duration of the engagement period. This position will assist the Program Manager in the day-to-day management of the bidder's scope of work. This person will work with the Program Manager and Lead Technical Analyst to develop, document and implement process changes to support new processes, procedures and functionality provided by the new AMI solution and systems within the scope of this program.

Lead Technical Analyst -The Lead Technical Analyst will be required to be on site for a minimum of four (4) days per week while working on this Program. The Technical Analyst will serve as a technical expert on the Program and oversee all technical aspects including solution architecture and design, software installation, system configuration, database design and administration, data conversion, integration, report creation, system testing, performance testing and all other related AMI solution and CIS technical aspects.

Program Administrator – The Program Administrator may work on site or off site during the engagement period at the discretion of the selected Proposer. This position will work at the direction of the PROGRAM MANGER to support documentation efforts, project schedule management, status reporting and other administrative duties as needed.

Functional Analyst(s) – The Functional Analyst(s) may work on site or off site during the engagement period at the discretion of the selected Proposer to assist the Lead Business Process Analyst and others as needed to complete the scope of work.

Technical Analyst(s) - The Technical Analyst(s) may work on site or off site during the engagement period at the discretion of the selected Proposer to assist the Lead Technical Analyst and others as needed to complete the scope of work.

2.10 Deliverables

- A. Develop and maintain Program work plan and Program schedules for the implementation and acceptance of the AMI Solution, supporting applications and upgrades, including all integration necessary to fully implement the AMI network.
- B. Program Controls and Methodology: status reporting, Project control, Program tracking.
- C. Signoff and Approval of Integrator deliverables (plans, design documents, code, etc.)
- D. Program-wide end user and technical staff training plan
- E. Business Process Analysis Documentation Updates and GAP assessment
- F. Organizational Change Management Plan
- G. Human Resources Transformation Plan
- H. Field Resources Workforce Transformation Plan
- I. AMI Installation/Roll-out Plan
- J. Technology and Hardware Needs Assessment Report

2.11 Milestones

- A. Program Kickoff
- B. Initial Program Work Plan and Schedule
- C. Monthly Steering Committee Report
- D. Define Deployment Phases Strategy
- E. Approval of Program Phases, Schedule and Work Breakdown Structure (WBS)
- F. Initial AMI Launch
- G. Program Launch for each individual implementation/upgrade project
- H. Project Closure for each individual implementation/upgrade project.
- Acceptance for each AMI solution component: AMI applications, CC&B 2.4 upgrade, IVR enhancements, website enhancements, CC&B 2.5 upgrade, Financial Solution integration, Archiving solution, Customer Bill Redesign solution
- J. Training Complete
- K. Post Production Support Complete
- L. Program Closeout

2.12 Tasks

Tasks include, but are not limited to, the following:

A. Scope Management

- B. Resource planning, acquisition and management
- C. Monitor, control, and report on project costs
- D. Issue/Risk Management
- E. Cost/Budget Management
- F. Facilitate executive team functions and activities
- G. Provide oversight for all training activities
- H. Interact with WASD PMO
- Communications and Status Reporting 1.
- J. Test Plan and Acceptance Support
- K. Training Strategy and Training Support
- L. Organizational Change Management
- M. Human Resource and Workforce Transformation Planning
- N. Business Process Analysis
- O. Development of strategies for AMI phasing while operating parallel systems (manual metering, AMI pilot, etc.)
- P. Identification of anticipated impacts to WASD call volumes, staffing, printing operations, and server storage as result of AMI
- Q. Coordination with owner and development of recommendations to mitigate impacts.

2.13 **Progress and Performance**

Progress and performance will be measured using the following indicators:

- A. Program schedule
- B. Program cost
- C. Application and Systems Quality Measurements (measured through testing processes and defect tracking)
- D. Issue tracking and resolution
- E. Risk identification and mitigation

The period of Program Management Services will commence upon award of the contract (including inception of planning activities and launch of the initial Program) and will end at the discretion of WASD contingent upon the progress and stability of the overall AMI and Information Technology Services program. This period is expected to be 3 years after the Notice to Proceed is issued to the Program Manager.

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 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 a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive 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 Competitive 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 Competitive Selection Committee member.

Points Technical Criteria

- 1. Proposer's relevant experience, qualifications, and past performance
- 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
 - Approach and methodology
 - Qualifications of firm
 - Proposer's prior record of performance with WASD and similar projects
 - Quality, performance and effectiveness of the solution and services to be provided
 - Project staffing and experience of project resources
 - Proposer's financial stability
 - Cost and rates
- Clarity of Proposal: Degree to which the proposal clearly and concisely follows the RFP.
- Experience: Assessment of overall experience of proposed team in providing similar types of projects and services to public sector organizations. Preference will be given to Proposer's experience with municipal water utilities.
- Qualifications of Key Personnel: Experience of proposed Program Manager, Quality Assurance & Quality Control Manager, Lead Business Process Analyst, Lead Technical Analyst, Program Administrator and other staff assigned to the project including ability to work as a team in a coordinated manner to deliver a turn-key project.
- Proposer's approach to providing the services requested in this Solicitation.
- Program Management: Assessment of procedures for management of staffing, schedules, costs, materials, quality control, quality assurance and customer complaints.

Points Price Criteria

Proposer's proposed price

Schedule of Prices Completed Schedule of Prices sheet submitted as a separate sealed paper copy for evaluation.

Hourly rates for resources for Time and Material tasks and change of scope requests.

	Scoring Criteria	Weight of Importance (Score)
1	Responsiveness	
1.1	Technical Requirements	
1.1.1	Program management approach and methodology	10
1.1.2	Organizational structure and qualifications of the proposed program team (appropriateness of proposed resources)	5
1.1.3	Change management approach and methodology	10
1.1.4	Quality assurance approach	10

	Scoring Criteria	Weight of Importance (Score)
1.1.5	Risk and issues management approach	5
2	Experience and Qualifications	
2.1	Experience with similar programs/projects	10
	Water utility experience	5
2.2	Experience implementing/upgrading current systems used by M-DWASD	5
2.3	Qualifications of key personnel	
	Quality Assurance Director	8
	Program Manager	7
	Change Manager	5
	Other key staff	3
2.4	Past performance on similar projects	10
3	Proposed Services	
3.1	Financial stability	2
3.2	Support and future upgrades	5
4	Price	??
	Total Possible Points for Proposal Scoring	100

4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee 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 Competitive 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://www.miamidade.gov/business/business/business/business-certification-programs-SBE.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.

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 proposal 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 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. If, following the completion of final rankings by the Competitive 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 Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee 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 best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final 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 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.
- 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.

4.9 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 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. For online vendor registration, visit the Vendor Portal: http://www.miamidade.gov/procurement/vendor-registration.asp. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services 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.

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

Draft Form of Agreement Proposal Submission Package Proposer Information Appendixes