

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input type="checkbox"/>	New contract	<input type="checkbox"/>	OTR	<input type="checkbox"/>	CO	<input type="checkbox"/>	SS	<input type="checkbox"/>	BW	<input type="checkbox"/>	Emergency	Previous Contract/Project No: RFQ723
<input checked="" type="checkbox"/>	Re-Bid	<input type="checkbox"/>	Other	LIVING WAGE APPLIES: ____ YES ____ NO								

Requisition/Project No: RFP-01135

TERM OF CONTRACT: 4 years with 2 one year options-to-renew

Requisition/Project Title: Debt Collection Clerk of Courts

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Clerk of Courts, is soliciting proposals for debt collection services.

User Department(s): Clerk of Courts
Issuing Department: ISD
Estimated Cost: \$0.00

Contact Person: Christopher Hutchins Phone: 305-375-2163
Funding Source: Cost Neutral

The amount of debt collected in the most recent FY is just over \$20,000,000. Contractor adds 40% to the amount of the ticket (debt) and is paid by ticket holder as compensation for debt collection services.

Attached is the recommendation from SBD for the previous RFP.

ANALYSIS

Commodity/Service No:		SIC:	
Trade/Commodity/Service Opportunities			
94633		Collection Services, Financial Debt	
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History			
<u>EXISTING</u>		<u>2ND YEAR</u>	
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ____ Yes ____ No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Christopher Hutchins

Date to DBD: 12/21/2018

Date Returned to DPM: _____

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



REQUEST FOR PROPOSALS (RFP) No. 011350000
FOR
DEBT COLLECTIONS FOR THE CLERK OF COURTS

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2018 at ____:00 AM (local time)
111 NW 1st Street, ____ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
the Clerk of Courts.

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Christopher Hutchins, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2163
E-mail: Christopher.hutchins@miamidade.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.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 Clerk of Courts, is soliciting proposals for debt collection services.

The County anticipates awarding a contract for a ~~four (4) year~~ ~~INSERT TERM~~ period, with ~~two (2)~~ ~~INSERT TERM~~, ~~one (1)~~ ~~INSERT TERM~~ -year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

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

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.~~ 1. The word "Clerk" to mean the Clerk of Courts in Miami-Dade County, Florida or their designee.

~~2.~~ 2. The word "Collections" to mean all activities undertaken by the Clerk of Pool member in an effort to collect money that is past due.

~~3.~~ 3. The words "Collection Fee" to mean the compensation to the Pool member for collection services provided to the Clerk.

~~4.~~ 4. 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".

~~5.~~ 5. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

~~6.~~ 6. 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.

~~7.~~ 7. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.

~~8.~~ 8. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

~~9.~~ 9. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

~~10.~~ 10. 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.

~~11.~~ 11. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all 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 Proposal 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, the Proposer must 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 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 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.

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, 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 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.

2.0 SCOPE OF SERVICES

2.1 Background

The Clerk of Courts (Clerk) is responsible for the collection of fines, charges and costs assessed, from an individual or entity (Client) that owes the Clerk monies that are considered past due. The Clerk's office is organized into four Divisions: parking, traffic, civil (misdemeanor) and criminal. For the purpose of this solicitation, the Divisions have been consolidated into two categories; a) parking, and b) traffic/misdemeanor/criminal. Delinquent Client accounts necessitate collection actions, when Client accounts remaining unpaid for 90 days or more.

The Board of County Commissioners passed Resolution No. 1204-98 authorizing the Clerk to identify and select contractors to pursue the collection on these delinquent accounts. Legislation actively sought by the Clerk (Florida Statute 938.30, 938.35) will aid in the collection of the full face value of these delinquent accounts (see table below), through the use of collection services paid by means of a collection fee in the amount of 40% of the collected amount to be added to the debt owed.

The following table provides an estimated number and value of the delinquent accounts based on historical data for the Clerk Divisions that could be assigned to the Pool.

CLERK DIVISION	AVERAGE NUMBER OF ACCOUNTS (MONTHLY)	AVERAGE ACCOUNT TOTALS (ANNUAL)	AVERAGE VALUE (MONTHLY)	AVERAGE TOTAL VALUE (ANNUAL)
PARKING	13,452	161,424	\$660,877	\$7,930,524
TRAFFIC/MISDEMEANOR/ CRIMINAL	28,880	346,560	\$6,937,655	\$83,251,860
AGGREGATE ANNUAL AVERAGES	42,332	507,984	\$7,598,532	\$91,182,384

Commented [HC(1): These are the same numbers that were in the previous RFQ which state they are based on 2009 historical data. Please provide updated numbers.

2.2 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is

- A. The Contractor shall be registered as a Collection Agency and in good standing in the State of Florida pursuant to Chapter 559, Florida Statute, unless exempted by Chapter 559 of the Florida Statute.

2.3 Preferred Qualification Requirements

The County has relied on the Contractor's Proposal to determine that Contractor has met the Preferred Qualifications. The Contractor shall maintain such qualifications to the satisfaction of the County as follows:

- A. Contractor should have a minimum of three (3) years experience in providing debt collection services on multiple past due accounts;
- B. Contractor should possess the capability to effect collections in all 50 States, U.S. Territories or Commonwealths, as well as Caribbean nations, Canada and other countries, if applicable, and meet all interstate collection requirements; and
- C. Contractor should be actively collecting on at least 250 individual accounts with a total value of at least \$500,000.

2.4 Pool Structure

The Clerk will select up to six (6) firms to participate in the Pool. There is no minimum or maximum number of Clerk Division accounts or value of accounts that may be assigned to any one pool member under any contract issued as a result of this Solicitation.

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2.5 Work Order Process

As collection services are needed from the Pool members, the Clerk will issue a Work Order, which will define the number and provide the list of accounts being transferred to the selected Pool member for collection services. Pool members will receive accounts on a non-exclusive basis.

During the first six months of the Contract, the Clerk at his discretion will equitably distribute delinquent accounts from each Clerk Division to the Pool members. The Clerk shall take into consideration the type of account(s), total dollar value, age of account(s) and other related information when transferring accounts to pool members during the first six months of the Contract. Thereafter, accounts will be assigned to Pool members based upon the Pool member's performance.

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The Clerk reserves the right to adjust account assignments to attain the most advantageous results for the Clerk.

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2.42.6 Tasks

The Contractor shall adhere to the Code of Ethics prescribed by the American Collection Association, the Florida Collection Association, and any other applicable billing/collection Associations and shall abide at all times by the Fair Debt Collections Practices Act and all other applicable Federal, State or local regulations, laws or codes.

- A. Services to be Provided

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The Contractor shall, at a minimum:

1. Provide qualified and experienced personnel to perform the requested services in a manner consistent with all Federal, State and Local laws.
2. Use any and all legal means, procedures or techniques available to locate and engage debtors to pay the entire amount of their outstanding accounts owed to the Clerk. Collections activities shall minimally include direct contact with clients through telephone calls, sending collection letters to the most current and last known address, locating debtors whose addresses may be unknown and providing skip tracing using a variety of informational databases on all return mail, including addresses located in foreign countries. When appropriate, pool members shall undertake steps necessary to obtain payment from third party payers.
3. Report debtors that do not satisfy their accounts in a timely manner to the three national credit bureaus, as requested by the Clerk. The selection of accounts for reporting, and the method and timing of reporting shall be as determined by the Clerk.
4. Provide notice of any planned or recommended referral for legal action and obtain prior approval from the Clerk.
5. Pay for all fees associated with client checks returned by any bank as "Non-Sufficient Funds" (NSF).
6. Not settle any account for less than the full amount owed, unless otherwise directed in writing by the Clerk. Obtain specific written consent of the Clerk prior to negotiating a final settlement or before otherwise compromising any account. All settlements shall be in compliance with applicable Clerk policies and procedures and Section 2-15 of the Miami-Dade County Code of Ethics. If a pool member receives only a portion of the debt due, whether as a final settlement or as a partial payment, the pool member shall remit a pro rata share to the Clerk.
7. Stop all collection activity immediately when notified by the Clerk to cancel any account. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any account assigned to a pool member for collection based on the following reasons:
 - a. the outstanding balance has been paid in full by the client;
 - b. the client has filed bankruptcy;
 - c. the debt on the account has been incorrectly calculated;
 - d. the account was referred to the pool member in error;
 - e. the statute of limitation related to the account has expired;
 - f. fraud is suspected of any person associated with the account or
 - g. the client disputes the amount owed

The Clerk will specify how long each pool member may retain an account(s), which may be from a minimum of twelve (12) months to a maximum of forty-eight (48) months.

All accounts that have been assigned to a pool member for a period of twelve (12) months or more may be reviewed by the referring Clerk Division to determine if the accounts should be closed, recalled, re-assigned or left in collection status with the pool member based on the performance of the pool member as determined by the Clerk.

The Clerk reserves the right to recall assigned accounts at any time and for whatever reason, and will not be responsible for any costs incurred by the pool member for that account.

8. Transfer all accounts back to the Clerk when in the opinion of the pool member, collection efforts have ended, or within thirty (30) calendar days after termination of any Contract issued as a result of this Solicitation. The Clerk will be diligent in his/her review of any accounts transferred back to the Clerk Division, to determine if the account was truly uncollectible, or if the account was transferred back to the Clerk Division without sufficient collection effort on the part of the pool member.
9. Designate a Contract Manager responsible for all matters relating to the services being provided. The pool member shall advise the Clerk in writing, in advance if possible, of any changes made as it pertains to the Contract Manager, but in no case more than 30-days after such changes are made.
10. Provide all necessary developing, copying, faxing, postal costs and all other such related services at the pool member's expense.

11. Bear all costs associated with making all related records available to assist the Clerk in the event the Clerk wishes to audit any of the pool member's activities pertaining to the services being provided.
12. Pursue an estate residual, if applicable, in the instance the debtor is found to be deceased. If recovery is not feasible, transfer the account back to the Clerk. Provide appropriate documentation, upon request from the Clerk, that a claim was filed with the decedent's estate and/or that the pool member petitioned to have the estate liquidated to recover the debt.
13. Maintain and retain all books, records, data, and other related and relevant documentation for a minimum of three (3) years after the expiration of any Contract awarded to a pool member as a result of this Solicitation.
14. Receive all monies collected from debtors, and after deduction of the collection fees, forward the net payments to the Clerk in the manner determined by the Clerk, on a daily basis, along with supporting documentation, in an electronic format to be determined by the Clerk.
15. Pickup and deliver any items related to the services to be provided at no cost to the Clerk.
16. Attempt to collect all balances due, assess debtor's ability to repay the debt, and as necessary, extend time payments subject to the guidelines established by the Clerk.
17. Contact the sender of monies, when there is insufficient information to identify the account/case/citation to which the payment relates.
18. Accept electronic account referrals from the Clerk and referrals that require manual input into the pool member's collection system. Accounts sent electronically shall be in the form dictated by the Clerk, which may change from time to time. The pool member's collection system for processing accounts shall be compatible with the Clerk's method of accounting and account referral.
19. Use litigation when the cost is economically feasible and debtors are not bankrupt, destitute or in some similarly uncollectable circumstance, as a part of their collection action. Clerk approval is required prior to initiating litigation in order to collect a debt. It is the intent of the Clerk that full payment or judgments be obtained with respect to all litigation filed on behalf of the Clerk.
20. Immediately institute legal proceedings on behalf of the Clerk, when required, for the purpose of collecting on accounts with balances of \$5,000 and greater. The Clerk may also require a pool member to use legal proceedings on his/her behalf in collecting debts of less than \$5,000.
21. Provide the Clerk with full access to the pool member's data system in order to research transaction history of any or all accounts referred to the pool member by the Clerk.
22. Bear all costs associated with conducting tests of the pool member's collection system using data files provided by the Clerk, and the return of the files to the Clerk for analysis. Requested corrections, changes or modifications to the pool member's collection system shall be performed at no cost to the Clerk.

B. Clerk Division Coordination and File Transfer

Referring Clerk Divisions and the pool member shall work cooperatively to ensure the pool member receives the necessary information required to complete collection of past due debt.

1. It is the pool member's responsibility to coordinate and communicate with each referring Clerk Division to ensure the transfer of all applicable information. Additionally, it is the pool member's responsibility to maintain adequate communication which ensures that the referring Clerk Division and the pool member are kept up to date with each account assigned for collections.
2. Although it is the Clerk's intent to provide all records in his/her possession associated with a case file, additional information related to the transferred file may be received by the referring Clerk Division after initial transfer to the pool member. If additional information is required by the pool member to accommodate collection efforts, the Clerk will provide the information upon request. Such additional information will be considered as a Public Records Request, and subject to appropriate fee(s) in accordance with F.S. 119.

C. Communication Methods

To ensure that pool member staff is available, the following communication requirements must be met by pool members:

1. Clerk Inquiries

The pool member's staff must be available during regular business hours (8:00am through 5:00pm (EST), Monday through Friday, except County holidays). The pool member's staff must be available to provide guidance to the Clerk regarding updates on collections laws, compliance and quality control practices on an as needed basis.

- a. **Verbal Inquiries:** A verbal inquiry to the pool member, including voice mail messages, must be acknowledged by the Pool member within four business hours.
- b. **Written Inquiries:** A written inquiry to the pool member, including email, must be acknowledged by the pool member within 24 hours of receipt.

2. Communication

The following methods of communication must be made available to clients whose accounts have been referred to the pool member.

- a. **Toll-Free Telephone Number:** The pool member shall maintain a nationwide, toll-free telephone number for the duration of the contract to provide clients a method of contact. The toll free number must be provided on all correspondence directed to clients.
- b. **Facsimile Machine with Toll-free Number:** The pool member shall maintain a facsimile machine with a toll-free number for the duration of the contract to provide clients an additional means of contacting the Collection Agency. The toll free facsimile number must be provided on all correspondence directed to clients.
- c. **Email Communication:** Pool members shall maintain an email address as an additional means of communication that is available to Clerk Divisions for contract communication purposes. In some cases, email communication may also occur between the pool member and the client.

D. Collection Account Complaints

The pool member shall maintain a comprehensive record of each collection account complaint received from a client or representative and how the complaint relates to the collection activity that has taken place for the account. The pool member must notify the referring Clerk Division of the complaint within 24 hours of receipt of the complaint. The record must include the date the complaint was received, nature of the complaint, whether it was verbal or written, and the resolution. Complaint records must be provided to the Clerk Division upon reasonable request.

E. Client Payment Remittance

Upon receipt of payments from clients, the pool member shall remit collected payments to the referring Clerk Division by ACH (automated clearing house) credit transaction for deposit into an account specified by the Clerk Division.

F. Payments Received by Clerk Divisions

In some cases, a payment may be received by a referring Clerk Division at their local office in response to collection efforts taken by the pool member. In such instances, the payment shall be included in the total payments collected by the pool member and shall be subject to the collection fee. Referring Clerk Divisions will review incoming payments on past due accounts to verify whether a payment received is from an account that has been assigned to the pool member for collection.

G. Accounting Reporting Procedures

1. The pool member shall maintain an accounting system that provides accounting records that are supported with adequate documentation, and procedures for determining how costs are allocated.
2. Account reporting procedures applied by the pool member for each account shall be determined by the referring Clerk Division. Accounting reporting procedures shall be provided to the pool member in writing at the time of account referral by each using Clerk Division.

H. Audits

1. The pool member shall allow the Clerk or his/her duly authorized representatives, for three (3) years after Contract expiration and any extension thereof, to have access to and the right to examine and reproduce any of the pool member's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Clerk. Such

records shall conform to generally accepted accounting principles requirements, and shall only apply to those transactions related to any Contract resulting from this Solicitation.

2. The Clerk reserves the right to request Third-Party Service Audits of the pool member, its subcontractors and suppliers no more than once every two years. A request for a Third Party Service Audit will be provided to the pool member in writing, by the Clerk's Project Manager. Copies of the completed Third Party Service Audit report shall be provided to the Clerk's Project Manager within 120 calendar days of the audit request. The cost of the Third-Party Audit shall be borne by the pool member. Only the Clerk's Project Manager may request a Third-Party Audit.

I. Return or Destruction of Covered Data and Information

1. Upon termination, cancellation, expiration or other conclusion of the Contract, the pool member shall return to the Clerk any and all data and information that was received from or created on behalf of the Clerk by the pool member.

J. Electronic File Transfers and Formats

The pool member shall provide Electronic File Transfers. All file transfer processes and formats must be approved in advance by the Clerk's Technical Services Division. At a minimum, the following requirements shall apply to all file transfers and file formats:

1. The pool member will provide a secure FTP (file transfer protocol) site to conduct the file transfers.
2. The pool member shall use the file layouts provided by each Clerk Division utilizing the pool member's services.
3. All files shall be in field position (info/data provided in different fields) text format or in a format otherwise requested by the referring Clerk Division.

K. Database Access

In some instances, database access by clients, the referring Clerk Divisions and the pool member may be required or requested. The following guidelines apply to all database access concerns:

1. **Client:** If a pool member wishes to allow access to a collections client, the pool member will be required to obtain prior approval in writing from the referring Clerk Division. The pool member will also be required to bear all costs necessary to establish client access to their account(s) in the pool member's database, including obtaining secure internet connections as required by the pool member.
2. **Referring Clerk Division:** If a referring Clerk Division requests access to the pool member's database that contains client account information, access shall be provided by the pool member to the Clerk Division through a secure internet connection that meets security requirements outlined by the Clerk's Technical Services Division.

L. Data Transfer and Data Security

The protection and prevention of the theft or misuse of data, including but not limited to, personally identifiable information (PII), information and financial data, including payment card data is of the utmost importance. Data must be obtained, stored, processed and transmitted in as secure a fashion as possible. All possible steps must be taken to maintain the confidentiality of debtors' information in all processes.

1. Secure transmission refers to the transfer of data including confidential, personally identifiable information, HIPAA-protected, financial data including account numbers and related information or proprietary information over a secure encrypted channel. The selected Proposers (Data Recipient(s)) agree to use appropriate safeguards to prevent use or disclosure of Data other than as provided for by this Agreement. Selected Proposer represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Selected Proposer(s) shall have data security systems that protect confidential data from identity theft and a response program in the event of a security breach.
2. Furthermore, the selected Proposer(s) shall implement and adhere to administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices (including/specifically) [the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, Payment Card Industry – Data Security Standards (PCI-DSS), Payment Card Industry – Payment Application – Data Security Standard (PA-DSS) or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal and or Financial Information is collected, accessed, used, stored, processed, disposed of and

disclosed, comply with applicable data protection and privacy laws, County information security requirements as outlined in Appendix YYY and County Payment Card Policy as outlined in Appendix ZZZ as well as the terms and conditions of this Agreement.

In some instances, database access by clients, the referring Clerk Divisions and the pool member may be required or requested. The following guidelines apply to all database access concerns:

Client: If a pool member wishes to allow access to a collections client, the pool member will be required to obtain prior approval in writing from the referring Clerk Division. The pool member will also be required to bear all costs necessary to establish client access to their account(s) in the pool member's database, including obtaining secure internet connections as required by the pool member.

Referring Clerk Division: If a referring Clerk Division requests access to the pool member's database that contains client account information, access shall be provided by the pool member to the Clerk Division through a secure internet connection that meets security requirements outlined by the Clerk's Technical Services Division.

1. Provide qualified and experienced personnel to perform the requested services in a manner consistent with all Federal, State and Local laws.
2. Use any and all legal means, procedures or techniques available to locate and engage Clients to pay the entire amount of their outstanding accounts owed to the Clerk. Collections activities shall minimally include direct contact with Clients through telephone calls, sending collection letters to the most current and last known address, locating Clients whose addresses may be unknown and providing skip tracing using a variety of informational databases on all return mail, including addresses located in foreign countries. When appropriate, Contractor shall undertake steps necessary to obtain payment from third party payers.
3. Report Clients that do not satisfy their accounts in a timely manner to the three national credit bureaus, only as requested in writing by the Clerk. The selection of accounts for reporting, and the method and timing of reporting shall be as determined by the Clerk.
4. Provide notice of any planned or recommended referral for legal action and obtain prior approval from the Clerk.
5. Pay for all fees associated with Client checks returned by any bank as "Non-Sufficient Funds" (NSF).
6. Not settle any account for less than the full amount owed, unless otherwise directed in writing by the Clerk. The Contractor shall obtain specific written consent from the Clerk prior to negotiating a final settlement or before otherwise compromising any account. All settlements shall be in compliance with applicable Clerk policies and procedures and Section 2-15 of the Miami-Dade County Code of Ethics.
7. Stop all collection activity immediately when notified by the Clerk Division. The Contractor shall return accounts to the Clerk upon recall. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any account assigned to a Contractor for collection including but not limited to the following reasons:
 - a. outstanding balance has been paid in full by the Client;
 - b. Client has filed bankruptcy;
 - c. debt on the account has been incorrectly calculated;
 - d. account was referred to the Contractor in error;
 - e. statute of limitation related to the account has expired;
 - f. fraud is suspected of any person associated with the account or
 - g. Client disputes the amount owed.

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2.242.7 Reporting

Contractors shall maintain a computerized database of all assigned accounts from the Clerk and shall prepare reports which describe what action(s) have been taken to collect the accounts. Reporting frequencies, dates and formats will be coordinated with the Contractor after award. Reporting requirements include, but are not limited to, the following types of reports;

1. Monthly Referral Acknowledgement Report -List in alphabetical order the accounts referred. Include the case/citation name, Clerk case number, Contractor's file number, account balance and date referred. The report shall be summarized by Clerk Division and type of account, showing the total accounts referred and the total value of accounts referred. This report shall be electronically submitted to the Clerk of the Courts.
2. Monthly Remittance and Reporting -List in alphabetical order the account name, and include the Clerk case number, Contractor's file number, credits to the accounts (for accounts involving litigation, recovered costs), total amount collected, whether the payment was made to the Contractor or directly_ to the Clerk, balance due and Contractor's

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fees associated with the collections. This report shall be summarized by Clerk Division and type of account, showing totals for all number and value categories.

3. A detailed Status Report shall be submitted to the Clerk, at the beginning of each month, or as agreed upon by the Clerk Division providing the most recent activity for the previous month on each account and totals for the accounts. This report shall include at a minimum, the name, case/citation number, status, original and modified amount due, amount paid previous month, amount paid to date for each account, balance due, amount distributed to the Clerk, fee deducted by the Contractor, and accounts reported to a credit bureau.
4. Monthly Recovery by Placement Analysis Report-This report shall analyze the accounts referred to the Contractor for each month in which accounts are referred. The report shall analyze the actual collections against the total amount referred for that month, reflecting the Contractor's liquidation rate, against the cumulative total for all accounts assigned.
5. A Cancellation/Recall Report by case/citation number(s), showing the reason for return to the Clerk and the outstanding balance. This report shall include a compilation of accounts recalled by the Clerk, information on any legal action undertaken and judgment issued (if any), bankruptcy status, or deceased status. If the Client is bankrupt, the bankruptcy case number shall be indicated. If deceased, an indication as to the status of estate and probate case number shall be provided. The report shall indicate if collection activity has stopped for any other reason than those outlined above, and any that the Contractor feels is uncollectible. All cancelled/recalled accounts listed in this report shall be totaled, and submitted monthly.
6. Other Reports, which the Clerk may require on occasion. While the Clerk does not expect to request such reports on a routine basis, there may be instances when the Clerk may require a special report as it relates to the collection of accounts. The Clerk will use reasonableness in requesting these reports.

2.8 Clerk's Responsibilities

The Clerk shall:

1. Transfer accounts over 90 calendar days delinquent, except for any accounts the Clerk deems it does not wish to transfer to pool members. Although it is the intent of the Clerk to transfer accounts to the pool members when accounts are more than 90 calendar days delinquent, the Clerk reserves the right to extend that period, at its sole discretion, for any additional time period the Clerk deems necessary. Additionally, individual Clerk Divisions may have the discretion to determine at what point an account is considered delinquent and how many days delinquent the account must be in order to transfer it to a pool member.
2. Notify pool members when accounts are ready for transfer or arrange a periodic automatic transfer.
3. Reserve the right to recall assigned accounts at any time and for whatever reason, and will not be responsible for any costs incurred by the pool member for that account.
4. Designate a Project Manager(s) responsible for matters concerning the services being provided.
5. Notify the pool member when collection action is to be cancelled and transferred back to the Clerk, or suspended for any period of time.
6. Notify the pool member of any adjustments or corrections made to the amount due.
7. Reserves the right to change any portion of the required services outlined herein, based upon changes in Federal, State, and Local laws, or County ordinance, written rule, resolution, administrative policy or procedure that make it necessary.
8. Remit to the pool member the collection fee when the Clerk accepts payment by a debtor for an account referred to the pool member. The Clerk reserves the right to not accept, at a Clerk Office, any payment(s) by debtors for any account(s) which have been referred to the pool member.
9. Provide data files to the pool member for purposes of testing the pool member's collection system. The Clerk reserves the right to be sole judge as to suitability of the pool member's collection system, based on test results. The Clerk also reserves the right to withhold account transfers to the pool member until such time as the pool member has satisfactorily met all corrections, changes or modifications to its system as deemed necessary to satisfy the Clerk's requirements.

2.9 Data Transfer and Data Security

The protection and prevention of the theft or misuse of data, including but not limited to, personally identifiable information (PII), health information and financial data, including payment card data is of the utmost importance. Data must be obtained, stored, processed and transmitted in as secure a fashion as possible. All possible steps must be taken to maintain the confidentiality of debtors' information in all processes.

2.9.1 Secure transmission refers to the transfer of data including confidential, personally identifiable information, HIPAA-protected, financial data including account numbers and related information or proprietary information over a secure encrypted channel. The selected Proposers (Data Recipient(s)) agree to use appropriate safeguards to prevent use or disclosure of Data other than as provided for by this Agreement. Selected Proposer represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Selected Proposer(s) shall have data security systems that protect confidential data from identity theft and a response program in the event of a security breach.

-2.9.2 Furthermore, the selected Proposer(s) shall implement and adhere to administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices (including/specifically) [the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems –Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, Payment Card Industry – Data Security Standards (PCI-DSS), Payment Card Industry – Payment Application – Data Security Standard (PA-DSS) or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal and or Financial Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, County information security requirements as outlined in Appendix YYY and County Payment Card Policy as outlined in Appendix ZZZ as well as the terms and conditions of this Agreement. **Data Security**

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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 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 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.

Technical Criteria

Points

1. Proposer's relevant experience, qualifications, and past performance	35
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	30
3. Proposer's approach to providing the services requested in this Solicitation	35
<u>Price Criteria</u>	<u>Points</u>
Proposer's proposed price	

4.3 Oral Presentations

Upon evaluation of the 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 <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.

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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

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

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

4.67 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County 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 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.

4.78 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 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.

4.89 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.

4.940 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, 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

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:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Attachment A Miami Dade County Information Security Requirements

Attachment B Miami Dade County Payment Card Industry Compliance

Form 1 – Price Proposal Schedule